

# AGENDA

Regular Meeting of the Bedford City Council  
Tuesday, November 10, 2015  
Bedford City Hall Building A  
2000 Forest Ridge Drive  
Bedford, Texas 76021

Council Chamber Work Session 6:00 p.m.  
Council Chamber Regular Session 6:30 p.m.

COMPLETE COUNCIL AGENDAS AND BACKGROUND INFORMATION ARE AVAILABLE FOR REVIEW  
ONLINE AT <http://www.bedfordtx.gov>

## COUNCIL CHAMBER WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Presentation on recent Administrative Services Department activities.

## REGULAR SESSION

### CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Senior Pastor Tony Shupp with the City Life Church in Euless)

### PLEDGE OF ALLEGIANCE

### ANNOUNCEMENTS/UPCOMING EVENTS

### OPEN FORUM

*(The public is invited to address the Council on any topic that is posted on this agenda. Citizens desiring to speak on Public Hearing(s) must do so at the time the Public Hearing(s) are opened. In order to speak during Open Forum a person must first sign in with the City Secretary prior to the Regular Session being called to order. Speakers will be called upon in the order in which they sign in. Any person not signing in prior to the commencement of the Regular Session shall not be allowed to speak under Open Forum. Further, Open Forum is limited to a maximum of 30 minutes. Should speakers not use the entire 30 minutes Council will proceed with the agenda. At the majority vote of the Council the Mayor may extend the time allotted for Open Forum.)*

### CONSIDER APPROVAL OF ITEMS BY CONSENT

### COUNCIL RECOGNITION

1. Employee Service Awards

### APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:
  - a) October 27, 2015 regular session

### NEW BUSINESS

3. Consider all matters incident and related to the issuance and sale of "City of Bedford, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2015" including adoption of an ordinance authorizing the issuance of such certificates of obligation.
4. Consider a resolution authorizing the City Manager to enter a contractual agreement with Kronos to lease timekeeping clocks, licenses for software, and annual maintenance agreements for employee time keeping purposes.

5. Consider a resolution authorizing the Mayor to certify the Equitable Sharing Agreement and Certification as required by the United States Department of Justice.
6. Consider a resolution authorizing the City Manager to purchase 58 replacement duty weapons and related accessories for the Police Department from Gulf States Distributors in the amount of \$45,059.10.
7. Consider a resolution authorizing the City Manager to purchase a large camera transporter and a camera lift in the amount of \$22,237 through Green Equipment Company, utilizing the Houston Galveston Area Council Contract.
8. Report on most recent meeting of the following Boards and Commissions:
  - ✓ Animal Shelter Advisory Board - Councilmember Fisher
  - ✓ Beautification Commission - Councilmember Turner
  - ✓ Community Affairs Commission - Councilmember Farco
  - ✓ Cultural Commission - Councilmember Champney
  - ✓ Library Advisory Board - Councilmember Farco
  - ✓ Parks and Recreation Board - Councilmember Sartor
  - ✓ Teen Court Advisory Board - Councilmember Gebhart
  - ✓ Senior Citizen Liaison - Councilmember Turner
9. Council member Reports
10. City Manager/Staff Reports
11. Take any action necessary as a result of the Executive Session.

*(Any item on this posted agenda may be discussed in executive session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code.)*

## **ADJOURNMENT**

### **CERTIFICATION**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, November 6, 2015 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

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**Michael Wells, City Secretary**

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**Date Notice Removed**

(Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in City functions and activities. Auxiliary aids and services or accommodations must be requested in writing to the City Secretary's Office a minimum of seventy-two hours (72) hours prior to the scheduled starting time of the posted meeting. Requests can be delivered in person or mailed to the City Secretary's Office at 2000 Forest Ridge Drive, Bedford, TX 76021, or emailed to [mwells@bedfordtx.gov](mailto:mwells@bedfordtx.gov). Some requests may take longer due to the nature, extent and/or availability of such auxiliary aids, services or accommodations.)



# Council Agenda Background

**PRESENTER:** Clifford Blackwell, CGFO,  
Director of Admin Services

**DATE:** 11/10/15

Work Session

**ITEM:**

Presentation on recent Administrative Services Department activities.

City Manager Review: \_\_\_\_\_

**DISCUSSION:**

This presentation will encompass an up-to-date overview of recent activities occurring in the Administrative Services Department.

**ATTACHMENTS:**

PowerPoint

# Administrative Services Department

**CITY OF BEDFORD TEXAS**

Services Customer Service Policy

1. We will provide ethical and responsible local government so that our citizens can enjoy living and working in Bedford. Administrative Services strives to provide the highest quality of service to our customers.

2. We will provide our customers with a smile, whether in person or over the phone, and make them feel important and appreciated.

3. We will be flexible, anticipate the needs of the customer and give more than what is asked for.

4. We will identify and respond to customer inquiries by the next business day if the customer expects it.

5. Our goal is to respond to customer inquiries by the next business day if the customer expects it. We will provide a method that makes comments, constructive criticism and suggestions.

6. We will depersonalize negative feedback and see it as a way for innovative solutions to similar future situations.

7. If a conflict arises, we will help the customer understand city procedures using clear communication skills and seek an amicable resolution for all parties.

8. We will continually strive to improve our services to meet our customers' expectations.

9. We will apologize if we are wrong. The customer may not be right, but the customer must always feel that they have been heard.

10. We will apologize if we are wrong. The customer may not be right, but the customer must always feel that they have been heard.



# Administrative Services Is Comprised Of:

## Division(s)

- Municipal Court
- Teen Court
- Utility Billing
- Finance
- Debt

## Staff Size

7 FTEs  
2 FTEs  
6 FTEs  
5.5 FTEs  
- FTEs

**20.5 FTEs in Total**

# Municipal Court Highlights

- Budgeted upgrade in the Municipal Court Record System (Fox Pro version)
- SB 393 (2013 Legislative Session) impact on HEB Teen Court
- Warrant Officers – State of TX Commission of Law Enforcement (T.C.O.L.E.) certified court security specialists.



# Replaced Warrant Officer Vehicles



# Customer Service Highlights

- 5 Star Service Award - Vstats
- Blackboard Connect impact

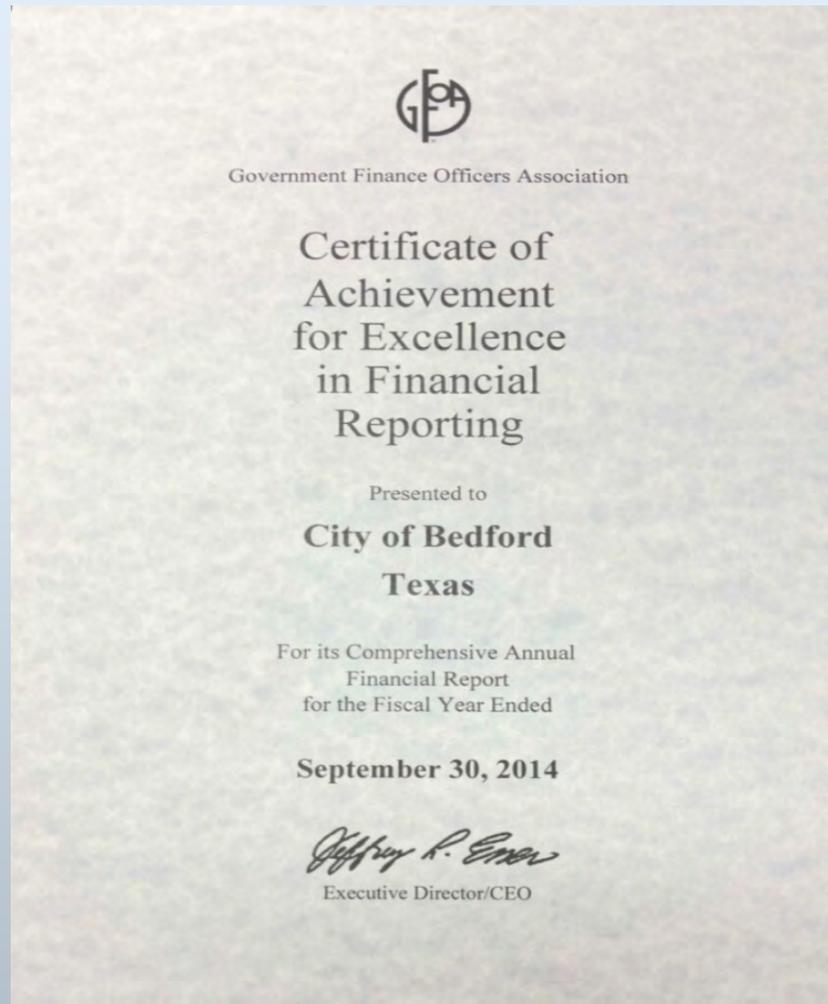


# Blackboard Connect Impact – Customer Service

	2013	2014		2015
	<u>Cut-off List</u>	<u>Cut-off List</u>	<u>*Post Blackboard</u>	<u>Cut-off List</u>
Sept – 01	82	72		40
Sept – 15	73	71		31
	<b>155</b>	<b>143</b>	<b>-50.3%</b>	<b>71</b>

# Finance Highlight

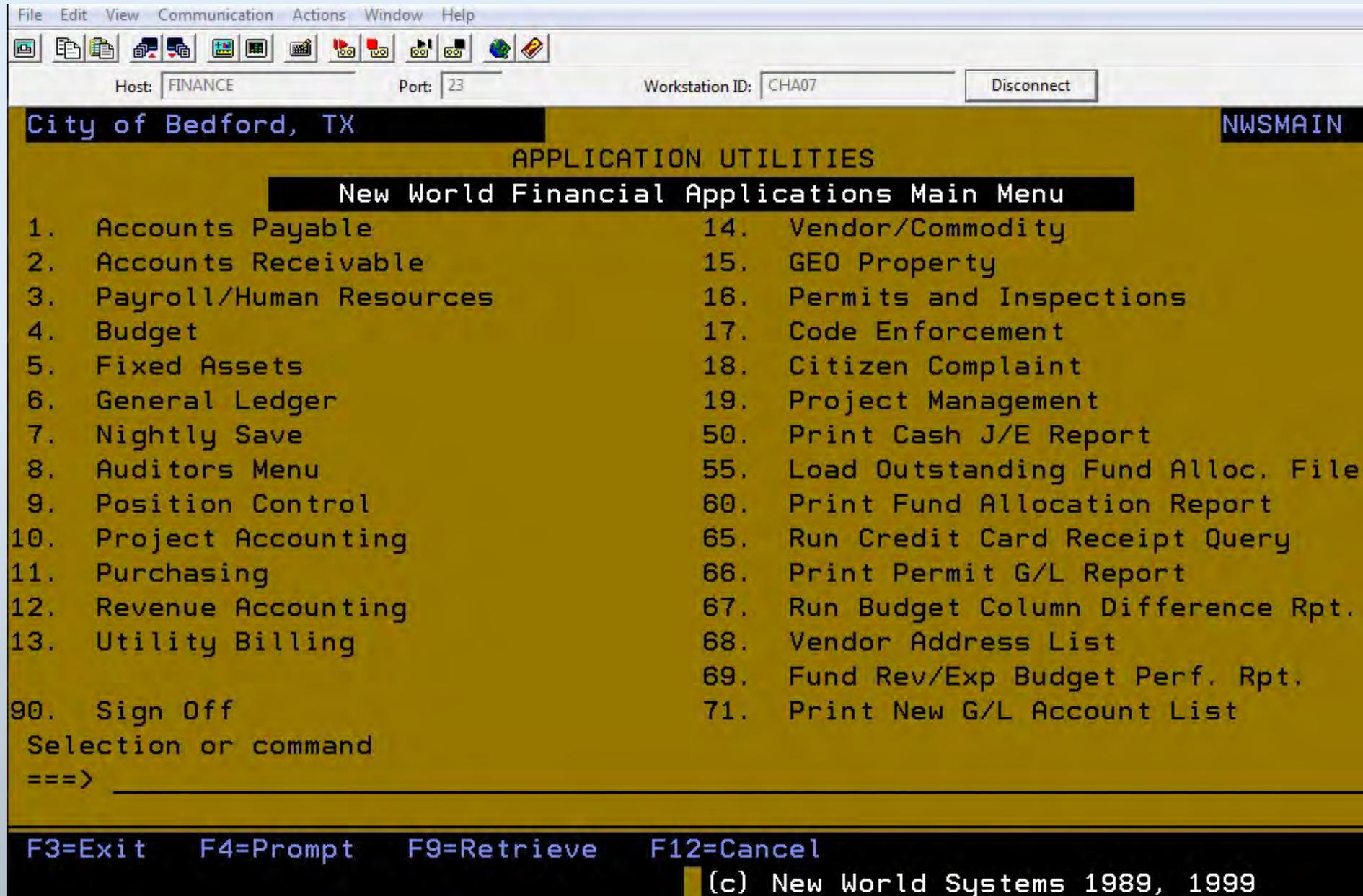
## Certificate of Excellence in Financial Reporting – 19 years



# SOFTWARE UPDATE



# Software Update (Before)



# Software Update (After)



New World Systems

City of Bedford

myFavorites | Financial Management | Human Resources | Utility Management | Community Development | Maintenance

Welcome to Logos.NET - CLIFFORD BLACKWELL

## mySearch

Type

Search For

Search

## myReports (23)

### Folder List

- Current ( 23 )
- Archive ( 0 )

## mySettings

Out of Office Assistant

Customize Page View

Change Password

Email Notification

Theme

## myCalendar 11/03/2015

Day Work Week Week All C

Subject Date Start Time Completed

There are no items to show in this view

November 2015						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
01	02	03	04	05	06	07
08	09	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	01	02	03	04	05
06	07	08	09	10	11	12

New

## myTasks

<All Tasks> (11)

Source	Approval Status	Transaction ID	Description	Attachments
Invoice Entry	0 of 1 at 3	2016-00000101	20.22 - SUPPORT SERVICES.HUMAN RESO...	X
Invoice Entry	0 of 1 at 3	2016-00000142	20.14 - SUPPORT SERVICES.INFORMATION...	X
Invoice Entry	0 of 1 at 3	2016-00000110	50.30 - ADMIN SERVICES.MUNICIPAL COURT	X
Invoice Entry	0 of 1 at 3	2016-00000144	60.02 - FIRE DEPARTMENT.ADMINISTRATION	X

## myNotifications

New <Source> <Priority> Received

New Source Priority Date Message Notes

There are no items to show in this view

# Steps for Budget Performance Report

```
File Edit View Communication Actions Window Help
Host: FINANCE Port: 23 Workstation ID: CHA07 Disconnect
City of Bedford, TX NWSMAIN
APPLICATION UTILITIES
New World Financial Applications Main Menu
1. Accounts Payable
2. Accounts Receivable
3. Payroll/Human Resources
4. Budget
5. Fixed Assets
6. General Ledger
7. Nightly Save
8. Auditors Menu
9. Position Control
10. Project Accounting
11. Purchasing
12. Revenue Accounting
13. Utility Billing
14. Vendor/Commodity
15. GEO Property
16. Permits and Inspections
17. Code Enforcement
18. Citizen Complaint
19. Project Management
50. Print Cash J/E Report
55. Load Outstanding Fund Alloc. File
60. Print Fund Allocation Report
65. Run Credit Card Receipt Query
66. Print Permit G/L Report
67. Run Budget Column Difference Rpt.
68. Vendor Address List
69. Fund Rev/Exp Budget Perf. Rpt.
71. Print New G/L Account List
90. Sign Off
Selection or command
==> 6
F3=Exit F4=Prompt F9=Retrieve F12=Cancel
```

# Steps for Budget Performance Report (AS400)

```
City of Bedford
11/04/15                               General Ledger Processing

Type a menu option number below, then press Enter.

1. Work with Journals
2. Month End Reports
3. Month End and Year End Processing
4. Management Reports
5. Budgetary Reporting Main Menu
6. System Administrator Main Menu
7. Vendor/Commodity Menu

10. Send Individual Journal Entry for .NET Import

70. Inquiry
80. System Services Menu
90. Signoff

Type a menu option below:
===> 5

F3=Exit   F12=Cancel   (C) C
```

# Steps for Budget Performance Report (AS400)

```
City of Bedford
11/04/15                               Budgetary Reporting Main Menu

Type a menu option number below, then press Enter.

1. Budget to Actual Report
2. Budget Performance Report
3. Summary Budget Performance Report
4. Budget Exception Report
5. Proforma Budget Performance Report
6. Budget Amendments Report
7. Consolidated Budget Reports Menu
8. Program Accounting Budget Reports Menu
9. Budget Performance Report (Select Date)

70. Inquiry
80. System Services Menu
90. Signoff

Type a menu option below:
===> 2

F3=Exit  F12=Cancel  (C) Co
```

# Steps for Budget Performance Report (AS400)

```
City of Bedford                                     GL0006S1
11/04/15                                           Budgetary Reporting Main Menu

Type a menu option number below, then press Enter.
-Budget Performance Report-----GL2110S1-

Fund . . . . . : 01 + (Blank=All)           01 + (Blank=All)
DEPT . . . . . : 50 +                       50 + (Blank=All)
DIV . . . . . : 16 +                       16 + (Blank=All)
Prop . . . . . :      +                     +
Project . . . . :      +                     +
Account . . . . :      +                     +

Month End Date . . : 01312015 +
Summarize to Org . : 3A + (Blank=All)
Page Break Level . : 3A + (Blank=All)
Account Type . . . : E (E=Expense R=Revenue X=Exp with Unposted)
Budget Balances . : A (A=Annual Y=Year to Date)
Display Accounts . : A (A=Account Number D=Description)
Prior Year Balances: Y (T=Total Year Y=Year to Date)

Type
===>

F3=E -F3=Exit F4=Prompt F10=Select 2 F12=Cancel F15=Defaults-----
```

# Steps for Budget Performance Report (AS400)

```
City of Bedford                                     GL0006S1
11/04/15                                           Budgetary Reporting Main Menu

Type a menu option number below, then press Enter.

-Budget Performance Report-----GL2110S1-
                                     Job Submitted
                                     (Blank=All)
Fund . . . . . : From (Blank=All)      Thru (Blank=All)
DEPT . . . . . : [ ] +                  [ ] +
DIV . . . . .  : [ ] +                  [ ] +
Prop . . . . . : [ ] +                  [ ] +
Project . . . . : [ ] +                  [ ] +
Account . . . . : [ ] +                  [ ] +

Month End Date . . . : 11042015 +
Summarize to Org . . : [ ] + (Blank=All)
Page Break Level . . : [ ] + (Blank=All)
Account Type . . . . : E (E=Expense R=Revenue X=Exp with Unposted)
Budget Balances . . : A (A=Annual Y=Year to Date)
Display Accounts . . : A (A=Account Number D=Description)
Prior Year Balances: Y (T=Total Year Y=Year to Date)

Type
==>

F3=E -F3=Exit F4=Prompt F10=Select 2 F12=Cancel F15=Defaults-----
```

# Steps for Budget Performance Report (AS400)

```
City of Bedford
11/04/15 Budgetary Reporting Main M

Type a menu option number below, then press Enter.

1. Budget to Actual Report
2. Budget Performance Report
3. Summary Budget Performance Report
4. Budget Exception Report
5. Proforma Budget Performance Report
6. Budget Amendments Report
7. Consolidated Budget Reports Menu
8. Program Accounting Budget Reports Menu
9. Budget Performance Report (Select Date)

70. Inquiry
80. System Services Menu
90. Signoff

Type a menu option below:
===> 80

F3=Exit F12=Cancel
```

# Steps for Budget Performance Report (AS400)

```
City of Bedford, TX
11/04/15 System Services Menu

Type a menu option number below, then press Enter.

1. Display Messages
2. Work with Submitted Jobs
3. Work with All Spooled Files
4. Change Output Queue
5. Start Printer
6. Send a Message

90. Signoff

Type a menu option below:
===> 3

F3=Exit F12=Cancel (C) Copyright New World Sys
```

# Steps for Budget Performance Report (AS400)

```
Work with All Spooled Files

Type options, press Enter.
1=Send 2=Change 3=Hold 4>Delete 5=Display 6=Release 7=Messages
8=Attributes 9=Work with printing status

Opt  File      User      Device or Queue  User Data  Sts  Total Pages  Cur Page  Copy
 5  QPRINT    CBLACKWELL  QPRINT    GL2110    RDY    5            1
-  QPRINT    CBLACKWELL  QPRINT    HR2510    HLD    34           1

Parameters for options 1, 2, 3 or command
===> _____
```

Bottom

# Steps for Budget Performance Report (AS400)

Display Spooled File

File . . . . . : QPRINT Page/Line 2/13  
Control . . . . . : Columns 1 - 78  
Find . . . . . : \_\_\_\_\_

\*...+...1...+...2...+...3...+...4...+...5...+...6...+...7...+...  
=====

DEPT 50 - ADMINISTRATIVE SERVICES  
-----  
DIV 16 - FINANCE  
-----  
ACCOUNT CLASSIFICATION 7200 - Personnel Services  
-----

8001	SALARIES	225296.00	.00	225296.00	26993.69
8001-00001	AUTO	.00	.00	.00	.00
8001-00003	INCENTIVE	1200.00	.00	1200.00	276.93
8001-00007	CELL PH AL	361.00	.00	361.00	41.55
8001-00099	COLABUDGET	3482.00	.00	3482.00	.00
8002	EXTRA HELP	.00	.00	.00	.00
8003	LONGEVITY	796.00	.00	796.00	53.07
8004	OVERTIME	.00	.00	.00	.00
8005	HOSPITALIZ	.00	.00	.00	.00

More.

F3=Exit F12=Cancel F19=Left F20=Right F24=More keys

# Steps for Budget Performance Report (AS400)

City of Bedford  
DATE 11/04/15  
TIME 9:41:55

FINANCIAL MANAGEMENT

PAGE 1  
GL2110  
CBLACKWELL

BUDGET PERFORMANCE REPORT

Month End Date: 1/31/2015

ACCOUNT NUMBER	ADOPTED BUDGET	BUDGET AMENDMENTS	AMENDED BUDGET	CURRENT MONTH TRANSACTIONS	Y-T-D ENCUMBRANCES	Y-T-D BALANCE	AMENDED BUDGET LESS YTD BALANCE	% USED	LAST YEARS Y-T-D BALANCE	
Fund 01 - GENERAL FUND										
DEPT 50 - ADMINISTRATIVE SERVICES										
DIV 16 - FINANCE										
ACCOUNT CLASSIFICATION 7200 - Personnel Services										
8001	SALARIES	225296.00	.00	225296.00	26993.69	.00	69216.54	156079.46	31%	78525.62
8001-00001	AUTO	.00	.00	.00	.00	.00	.00	.00	+++	.00
8001-00003	INCENTIVE	1200.00	.00	1200.00	276.93	.00	323.08	876.92	27%	428.54
8001-00007	CELL PH AL	361.00	.00	361.00	41.55	.00	117.73	243.27	33%	127.95
8001-00099	COLABUDGET	3482.00	.00	3482.00	.00	.00	.00	3482.00	0%	.00
8002	EXTRA HELP	.00	.00	.00	.00	.00	.00	.00	+++	.00
8003	LONGEVITY	796.00	.00	796.00	53.07	.00	152.28	643.72	19%	155.64
8004	OVERTIME	.00	.00	.00	.00	.00	.00	.00	+++	.00
8005	HOSPITALIZ	.00	.00	.00	.00	.00	.00	.00	+++	.00
8005-00005	LIFE INS	452.00	.00	452.00	36.00	.00	141.84	310.16	31%	166.56
8005-00010	DENTAL INS	1884.00	.00	1884.00	101.28	.00	403.42	1480.58	21%	563.09
8005-00015	HEALTH INS	27428.00	.00	27428.00	2206.56	.00	8518.61	18909.39	31%	7641.67
8005-00020	HSAEXPENSE	.00	.00	.00	.00	.00	.00	.00	+++	.00
8005-00025	EMP CLINIC	960.00	.00	960.00	74.00	.00	282.50	677.50	29%	391.36
8006	PENSION	.00	.00	.00	908.13	.00	2598.58	2598.58	+++	2945.87
8006-00001	TMRS	17222.00	.00	17222.00	1690.63	.00	3976.77	13245.23	23%	3996.05
8007	PHYSICALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
8008	WORKER'S C	362.00	.00	362.00	42.29	.00	108.12	253.88	30%	58.43
8009	UNEMPLOYME	486.00	.00	486.00	16.45	.00	16.45	469.55	3%	8.04
8010	FICA/MEDIC	3418.00	.00	3418.00	392.38	.00	973.24	2444.76	29%	1106.12
8015	DISABILITY	424.00	.00	424.00	39.37	.00	114.54	309.46	27%	132.18
8026	BKGRNDCHK	.00	.00	.00	.00	.00	.00	.00	+++	.00
8030	RHSAVINGS	.00	.00	.00	.00	.00	.00	.00	+++	.00
8035	RH GASB	.00	.00	.00	9.87	.00	39.51	39.51	0%	18.84
Personnel TOTALS :		283771.00	.00	283771.00	32882.20	.00	86983.21	196787.79	31%	96265.96
ACCOUNT CLASSIFICATION 7300 - Supplies										
8101	OFFICE	2220.00	.00	2220.00	59.02	.00	568.87	1651.13	26%	448.79
8102	FOOD	.00	.00	.00	.00	.00	.00	.00	+++	.00
8103	WEARING AP	.00	.00	.00	.00	.00	.00	.00	+++	.00
8105	FUEL AND O	.00	.00	.00	.00	.00	.00	.00	+++	.00
8106	MINOR APPA	.00	.00	.00	.00	.00	.00	.00	+++	.00
8114	POSTAGE	1250.00	.00	1250.00	112.31	.00	361.40	888.60	29%	384.18

# Steps for Budget Performance Report (Logos)

The screenshot shows the New World Systems interface for the City of Bedford. The top navigation bar includes links for myFavorites, Financial Management, Human Resources, Utility Management, Community Development, and Maintenance. A left sidebar contains sections for mySearch, myReports (23), and mySettings. A central menu is open, showing a path from Reports to Budgetary to Budget Performance Report. Other visible elements include a myCalendar for 11/04/2015, a calendar for November 2015, and an Attachments section with several files.

**New World Systems** City of Bedford

myFavorites | Financial Management | Human Resources | Utility Management | Community Development | Maintenance

Welcome to Logos

**mySearch**

Type: Purchase

Search For:

Search

**myReports (23)**

Folder List

- Current (23)
- Archive (0)

**mySettings**

- Out of Office Assistant
- Customize Page View
- Change Password
- Email Notification
- Theme: Logos

**Reports**

- Journals
- Revenue Collections
- Payment Processing
- Annual Budget Processing
- Year-End Processing
- Receipt of Goods
- Accounts Payable
- Procurement
- Project Accounting
- Asset Management
- Miscellaneous Billing
- Work Orders
- Reports**
  - General Ledger
  - Budgetary**
    - Budget Performance Report**
    - Proforma Budget Report
    - Budget Exception Report
    - Budget Amendments Report
    - Budget by Organization
    - Budget by Account Classification
    - Budget by Fund Category
    - Budget by Function
    - Budget by Revenue Type
    - Budget Cross Organization by Account Classification
    - Budget Cross Organization by Account Number
  - Annual Budget
  - Revenue Collections
  - Payment Register
  - Accounts Payable
  - Receipt of Goods
  - Purchasing
  - Bank Reconciliation
  - Project Accounting
  - Asset Management
  - Miscellaneous Billing
  - Inventory Control
- Inquiries

**myCalendar 11/04/2015**

Subject	Date	Start Time	Completed
There are no items to show in this view			

**November 2015**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
01	02	03	04	05	06	07
08	09	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	01	02	03	04	05
06	07	08	09	10	11	12

New

**Attachments**

- SERVICES.HUMAN RESO... X
- SERVICES.FACILITES MAI... X
- SERVICES.HUMAN RESO... X
- SERVICES.HUMAN RESO... X

New <Source>

**New Source**

New Source	Priority	Date	Message	Notes
There are no items to show in this view				

# Steps for Budget Performance Report (Logos)

 **New World Systems** City of Bedford

myFavorites | Financial Management | Human Resources | Utility Management | Community Development | Maintenance

## Budget Performance Report

Load Saved Report  Distribution Group  

Override Report Title  Email Group  

Report Option:  Organization Level Usage:

Report from Date:   Organization Level:

Report to Date:   Prior Year Balances:

Budget Balances:  Page Break Level:

Account Type:  Include Accounts With Zero Balances:

Sort by Account Type:  Rollup Account:

Subtotal by Classification:

**Organizations**  **Accounts**  **Account Classifications**

Fund:  Department:  Division:  Function:  Sub Function:

Available Organization(s): 308

- 101 - GENERAL FUND
- 101.00 - GENERAL FUND, REVENUE
- 101.00.26 - GENERAL FUND, REVENUE, LIBRARY
- 101.00.30 - GENERAL FUND, REVENUE, MUNICIPAL CC
- 101.00.45 - GENERAL FUND, REVENUE, AQUATIC OPEI
- 101.00.46 - GENERAL FUND, REVENUE, SENIOR CITIZI
- 101.00.55 - GENERAL FUND, REVENUE, RECORDS
- 101.10 - GENERAL FUND, GENERAL GOVERNMENT
- 101.10.08 - GENERAL FUND, GENERAL GOVERNMENT
- 101.10.10 - GENERAL FUND, GENERAL GOVERNMENT
- 101.10.12 - GENERAL FUND, GENERAL GOVERNMENT
- 101.10.14 - GENERAL FUND, GENERAL GOVERNMENT


Selected Organization(s): 1

- 101.50.16 - GENERAL FUND, ADMINISTRATIVE SERVICES,

# Steps for Budget Performance Report (Logos)



## Expense Budget Performance Report

Date Range 10/01/14 - 01/31/15  
Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd
Fund: 101 - GENERAL FUND									
Department: 50 - ADMINISTRATIVE SERVICES									
Division: 16 - FINANCE									
EXPENSE									
<b>8001</b>	<b>SALARIES</b>								
8001	SALARIES	225,296.00	.00	225,296.00	26,993.69	.00	69,216.54	156,079.46	31
8001.0003	SALARIES INCENTIVE PAY	1,200.00	.00	1,200.00	276.93	.00	323.08	876.92	27
8001.0007	SALARIES CELL PHONE ALLOWANCE	361.00	.00	361.00	41.55	.00	117.73	243.27	33
8001.0099	SALARIES COLA INCREASE BUDGET	3,482.00	.00	3,482.00	.00	.00	.00	3,482.00	0
	<b>8001 - SALARIES Totals</b>	<b>\$230,339.00</b>	<b>\$0.00</b>	<b>\$230,339.00</b>	<b>\$27,312.17</b>	<b>\$0.00</b>	<b>\$69,657.35</b>	<b>\$160,681.65</b>	<b>30%</b>
8003	LONGEVITY	796.00	.00	796.00	53.07	.00	152.28	643.72	19
<b>8005</b>	<b>HOSPITALIZATION &amp; LIFE INSURANCE</b>								
8005.0005	HOSPITALIZATION & LIFE INSURANCE LIFE INSURANCE	452.00	.00	452.00	36.00	.00	141.84	310.16	31
8005.0010	HOSPITALIZATION & LIFE INSURANCE DENTAL INSURANCE	1,884.00	.00	1,884.00	101.28	.00	403.42	1,480.58	21
8005.0015	HOSPITALIZATION & LIFE INSURANCE HEALTH INSURANCE	27,428.00	.00	27,428.00	2,206.56	.00	8,518.61	18,909.39	31
8005.0025	HOSPITALIZATION & LIFE INSURANCE EMPLOYEE CLINIC	960.00	.00	960.00	74.00	.00	282.50	677.50	29
	<b>8005 - HOSPITALIZATION &amp; LIFE INSURANCE Totals</b>	<b>\$30,724.00</b>	<b>\$0.00</b>	<b>\$30,724.00</b>	<b>\$2,417.84</b>	<b>\$0.00</b>	<b>\$9,346.37</b>	<b>\$21,377.63</b>	<b>30%</b>
<b>8006</b>	<b>PENSION</b>								
8006	PENSION	.00	.00	.00	908.13	.00	2,598.58	(2,598.58)	+++
8006.0001	PENSION TMRS	17,222.00	.00	17,222.00	1,690.63	.00	3,976.77	13,245.23	23
	<b>8006 - PENSION Totals</b>	<b>\$17,222.00</b>	<b>\$0.00</b>	<b>\$17,222.00</b>	<b>\$2,598.76</b>	<b>\$0.00</b>	<b>\$6,575.35</b>	<b>\$10,646.65</b>	<b>38%</b>
8008	WORKER'S COMPENSATION INSURANCE	362.00	.00	362.00	42.29	.00	108.12	253.88	30
8009	UNEMPLOYMENT INSURANCE	486.00	.00	486.00	16.45	.00	16.45	469.55	3
8010	FICA/MEDICARE	3,418.00	.00	3,418.00	392.38	.00	973.24	2,444.76	28
8015	DISABILITY INSURANCE	424.00	.00	424.00	39.37	.00	114.54	309.46	27
8035	RETIREE HEALTH-GASB	.00	.00	.00	9.87	.00	39.51	(39.51)	+++
8101	OFFICE	2,220.00	.00	2,220.00	59.02	.00	568.87	1,651.13	26
8114	POSTAGE	1,250.00	.00	1,250.00	112.31	.00	361.40	888.60	29
8116	BUSINESS FORMS	950.00	.00	950.00	406.48	.00	406.48	543.52	43
8140	PUBLICATIONS AND PROGRAMMING	810.00	.00	810.00	.00	.00	.00	810.00	0
8305	TAX OFFICE	108,200.00	.00	108,200.00	21,918.19	.00	44,402.14	63,797.86	41
8306	AUDIT	56,920.00	.00	56,920.00	.00	.00	30,000.00	26,920.00	53
8310	CONTRACT LABOR	17,480.00	.00	17,480.00	2,819.30	.00	4,000.77	13,479.23	23
8319	ADVERTISING	250.00	.00	250.00	.00	.00	.00	250.00	0
8320	TRAVEL EXPENSE	2,930.00	.00	2,930.00	.00	.00	760.40	2,169.60	26
8322	DUES	790.00	.00	790.00	.00	.00	.00	790.00	0

QUESTIONS?



# Council Agenda Background

<b><u>PRESENTER:</u></b> Jeff Gibson, Police Chief Maria Redburn, Library Manager Kelli Agan, Assistant City Manager	<b><u>DATE:</u></b> 11/10/15												
Council Recognition													
<b><u>ITEM:</u></b> Employee Service Recognition  City Manager Review: _____													
<b><u>DISCUSSION:</u></b> The following employees have completed a service period and are eligible for recognition:  <table><tr><td>Matthieu Marcks</td><td>Police Department</td><td>5 years of service</td></tr><tr><td>Eric Valdez</td><td>Community Services</td><td>10 years of service</td></tr><tr><td>Lana Russey</td><td>Library</td><td>10 years of service</td></tr><tr><td>Michael Bowers</td><td>Police Department</td><td>30 years of service</td></tr></table>		Matthieu Marcks	Police Department	5 years of service	Eric Valdez	Community Services	10 years of service	Lana Russey	Library	10 years of service	Michael Bowers	Police Department	30 years of service
Matthieu Marcks	Police Department	5 years of service											
Eric Valdez	Community Services	10 years of service											
Lana Russey	Library	10 years of service											
Michael Bowers	Police Department	30 years of service											
<b><u>ATTACHMENTS:</u></b> N/A													



# Council Agenda Background

**PRESENTER:** Michael Wells, City Secretary

**DATE:** 11/10/15

**Minutes**

**ITEM:**

Consider approval of the following City Council minutes:

- a) October 27, 2015 regular session

City Manager Review: \_\_\_\_\_

**DISCUSSION:**

N/A

**ATTACHMENTS:**

October 27, 2015 regular session

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

**The City Council of the City of Bedford, Texas, met in Work Session at 6:00 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 27th day of October, 2015 with the following members present:**

Jim Griffin	Mayor
Ray Champney	Council Members
Steve Farco	
Roger Fisher	
Dave Gebhart	
Rusty Sartor	
Roy W. Turner	

constituting a quorum.

Staff present included:

Roger Gibson	City Manager
Kelli Agan	Assistant City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Administrative Services Director
Natalie Foster	Public Information Officer
Jeff Gibson	Police Chief
Meg Jakubik	Strategic Services Manager
Bill Syblon	Development Director
James Tindell	Fire Chief

### **COUNCIL CHAMBER WORK SESSION**

Mayor Griffin called the Work Session to order at 6:00 p.m.

- **Review and discuss items on the regular agenda and consider placing items for approval by consent.**

Council discussed placing the following items on consent: 3, 5, 6 and 8.

Police Chief Jeff Gibson presented information regarding Item #6, which is for a replacement program for laser and radar speed measuring devices. The life expectancy of the current units is seven years and they are averaging between eight and twenty-one years on those units. Going past that life expectancy causes issues when going to court on traffic citations. This fiscal year, they will replace nine units currently in inventory, with the remainder being replaced over the next two to three years. Three of the ten units in the Traffic Division are inoperative and it is too cost prohibitive to fix them. There was discussion that the Department takes equipment from old vehicles such as light bars and computers to outfit new vehicles; having a plan in place so they are not in the position where equipment goes beyond its life expectancy; and the new units running off of regular batteries as opposed to a proprietary battery system. In answer to questions from Council, Chief Gibson stated that the laser units will be assigned first to the Traffic Division.

City Secretary Michael Wells presented information regarding Item #8. He stated that after the Board and Commission appointment process on September 22, applications were received by Karla Setser to serve on the Community Affairs Commission and Rick Solt to serve on the Building and Standards Commission. There are currently openings on both commissions. There was discussion on the Mayor interviewing both candidates; and changes to the Cultural Commission that will be brought to Council in

December.

- **Presentation of Simple Recycling Program.**

Strategic Services Manager Meg Jakubik stated that the City was approached by Simple Recycling for a landfill diversion program that recycles items that are not accepted through Republic Waste Services recycling like textiles and home goods. She stated that she is seeking consensus from Council if they would like staff to explore the program.

Sonny Wilkins with Simple Recycling stated that the program is the highest environmental impact initiative that can be implemented by a municipality that is free to the City and its residents. It is 100 percent turnkey meaning there are no financial or operational requirements by the City and it will generate some revenue. According to the Environmental Protection Agency, even with places like Goodwill, churches and drop boxes to donate clothing, only 15 percent of material that can be donated or recycled ends up in those places, while 85 percent is going to landfills. The average person throws out 70 pounds worth of textiles per year, 95 percent of which is recyclable. Between 1999 and 2009, the volume of post-consumer textile waste grew by 40 percent, while the diversion rate only grew by two percent. The curbside model is being applied to this program and is very simple for residents. It mimics the current curbside recycling schedule and residents only have to place textiles in Simple Recycling bags, which lists all of items that will be accepted. Residents can set out the bags with their other recyclable items and Simple Recycling trucks will pick them up. The drivers will leave replacement bags but there will have to be negotiations with the City about how that is done. Residents can call for extra bags and special pickups at no cost. The materials will go to a transfer station to be weighed and the City will receive a report on the amount collected at the end of the month as well as a check amounting to \$20 per every ton they collect. He stated that the top ten to twenty percent of materials goes to their local thrift store partners. A majority that is not suitable to be sold in thrift stores is set up for international export. The next grade of materials, amounting to approximately ten percent, is broken down for such items as raw materials, insulation and carpet padding. The remainder, approximately five percent, ends up as waste. Their sister company, Great Lakes Marketing, actually moves the material. Their home office is in Ohio and the program started out there approximately two years ago. The program is up and running in approximately 30 municipalities and no municipality has chosen to discontinue the program. In the Dallas-Fort Worth market, they have a signed contract with the City of Kennedale and he will be presenting the program to other cities.

In answer to questions from Council, Mr. Wilkins stated that Simple Recycling is for-profit; that the top ten to twenty percent of materials will be sold in volume to thrift stores; that all the cities that have their program already had a recycling program in place; that the program is an extension of what the cities already provide; that they are not competing with non-profits but with landfills, as they are going after those people that do not participate in donating to non-profits; that they have not received any complaints from non-profits; that people will only donate those items that they feel are re-sellable but Simple Recycling will take everything on a regular schedule; that they usually see participation from one out of every 20 to 30 homes and a typical truck can run about 4,000 to 5,000 households; that the City can forward any customer service calls to the company's call center and a report will be generated for the City; that they typically have customer service related calls in the first 30 days of the program, which then drops off; that they have not had to make any major adjustments to the program; that they have a four-phase marketing plan, with an informational post card being mailed out to residents two weeks prior to the rollout of the program, followed by a 10X13 envelope containing a brochure and two bags a week before the rollout; that any communication with the residents will be signed off on by the City first; that there will be another postcard mailed out the week of the rollout and one more four weeks after the rollout; that all marketing expenses are paid by Simple Recycling and the City can include a letter with the second mailing at no charge; that Great Lakes Marketing handles logistics of moving the materials; that it will take approximately two years for the company to break even on their investment; that they will probably capture approximately 20,000 pounds of material a month in Bedford; and that volume is the key to making a profit but they do not rely on just one municipality. In regards to issues related to scavenging or rummaging through materials, Ms. Jakubik stated that in the three cities that responded to an inquiry from the City of Plano, two had no complaints and the other had one report of a bag being taken.

In answer to further questions from Council, Mr. Wilkins stated the terms of the agreement is a four-year contract giving Simple Recycling exclusive rights to collect soft recyclables, with a 45-day cancellation notice without penalty; that the company is privately held; that materials are sold in volume to thrift stores

and for international export; that they get a higher margin on the higher grade materials that go through the thrift stores; that there is zero risk to the City because of the 45-day cancellation notice; that they have had discussions with the City of Euless; that there is language in the contract that if a bag is missed, it will be picked up within 24 hours; that soft recyclables include clothing, shoes, small toys, bedsheets, linen, towels, as well as small electronics; that if an item can be picked up by one person, they will do so, but if not they will put a green tag on the item saying that it cannot be accepted; that they typically have meetings with the hauler to minimize any issues with the current recycling program; that they hope the City will provide information on the website about the program; that they will be able to run routes quickly and efficiently; that the contract will allow the City to audit the process of weighing materials; that their transfer station is in Houston but they will have one in the area in the near future; and that the bags themselves are recyclable.

Ms. Jakubik stated that there were some concerns on the part of Republic regarding potential mix-ups, missed collections and customer service issues; that the City will work with the parties to work out these issues if the Council wants to move forward on the program; that the City Attorney has reviewed the template of the contract and had some minor changes with the language; and that if Council so desires, this item can be on the agenda for the December meeting. Council was of the consensus for staff to pursue the program.

Mayor Griffin adjourned the Work Session at 6:48 p.m.

### **REGULAR SESSION**

The Regular Session began at 6:48 p.m.

### **CALL TO ORDER/GENERAL COMMENTS**

Mayor Griffin called the meeting to order.

### **INVOCATION (Dr. Jerry Chism, Martin United Methodist Church)**

Dr. Jerry Chism of Martin United Methodist Church gave the invocation.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to the flags of the United States and Texas were given.

### **ANNOUNCEMENTS/UPCOMING EVENTS**

Public Information Officer Natalie Foster announced that there will be a business roundtable on Thursday, November 5 from 8:00 a.m. to 9:00 a.m. at the Library, with breakfast being served at 7:30 a.m. Topics include the Bedford Commons, the budget, and updates on the Boys Ranch construction. The Senior Center holiday luncheon will be on Friday, November 20 at 12:00 p.m. Food will be served by senior staff and door prizes will be handed out. The lunch is free but people are asked to bring canned food items to kick off the holiday food gathering for the organization NEED. Finally, the public can go to the City's Facebook page to vote on the name for the new Parks and Recreation mascot.

Ms. Foster presented updates on the construction at the Boys Ranch Park. With the recent rains, the lake did get filled up but in anticipation, the construction crews pumped out the water downstream and will continue to do so until the water is gone. A chain-link fence has been put around the concrete rubble that will be used for the fish habitat and the sidewalks are being worked on around the Park. The foundation of the pavilion by the Senior Center has been completed and the pavilion structure by the playground is under construction. If it rains again, the crews will again pump out the water until the lake is dry.

Mayor Griffin praised the Fire Department and stated that there was a fantastic "Back the Blue" event the previous Wednesday in support of the Police Department and officers. He stated that Councilmember Farco will be inducted into the HEB Hall of Fame on November 7.

## **OPEN FORUM**

Nobody chose to speak during Open Forum.

## **CONSIDER APPROVAL OF ITEMS BY CONSENT**

Motioned by Councilmember Councilmember Champney, seconded by Councilmember Councilmember Farco, to approve the following items by consent: 3, 5, 6 and 8.

Motion approved 7-0-0. Mayor Griffin declared the motion carried.

## **COUNCIL RECOGNITION**

### **1. Employee Service Awards.**

The following employees received recognition for dedicated service and commitment to the City of Bedford:

Todd Rorie, Fire Department - 10 years of service  
Mike Hager, Police Department - 25 years of service

### **2. Proclamation declaring November 2015 as American Diabetes Month in the City of Bedford.**

Mayor Griffin read a proclamation declaring November 2015 as American Diabetes Month in the City of Bedford. Janet Sigler with the American Diabetes Association accepted the proclamation.

## **APPROVAL OF THE MINUTES**

### **3. Consider approval of the following City Council minutes:**

#### **a) October 13, 2015 regular session**

This item was approved by consent.

## **NEW BUSINESS**

### **4. Consider a resolution authorizing the Beautification Commission to recognize Fort Worth Community Credit Union, Lupe's Tex Mex Grill, Mexican Inn Café, St. Michael's Catholic Church and the Cimarron Shopping Center for maintaining, improving, and/or keeping their property visually attractive to the community.**

Beautification Commission Chairperson Marty Geer and Community Services Manager Eric Valdez presented information regarding this item. Ms. Geer stated that the Commission recognizes businesses that maintain, improve and keep their property attractive with certificates of recognition and signage. Nominations may be submitted to the Parks, Recreation and Special Events Department and categories include overall appearance, superior landscaping, best improved appearance, and eco-friendly landscaping. Entries are reviewed twice annually, and nominations can be made by elected officials, Commission members, City employees or residents. She asked Council consider the following businesses for recognition: St. Michael's Catholic Church, nominated by Bob Gough, for overall appearance; Fort Worth Community Credit Union, nominated by Patty Sinclair, for superior landscaping; Lupe's Tex Mex Grill, nominated by Sam Fairchild, for best improved appearance; Mexican Inn Café, nominated by Bonnie Cooper, for eco-friendly landscaping; and Cimarron Shopping Center, nominated by F. Dewey Tennant, for eco-friendly landscaping. The award presentations are tentatively scheduled for 10:00 a.m. on November 6 and November 13. Mr. Valdez stated that they worked on revamping the program and displayed updated signage for the awards.

Motioned by Councilmember Turner, seconded by Councilmember Champney, to approve a resolution authorizing the Beautification Commission to recognize Fort Worth Community Credit Union, Lupe's Tex Mex Grill, Mexican Inn Café, St. Michael's Catholic Church and the Cimarron Shopping Center for maintaining, improving, and/or keeping their property visually attractive to the community.

Motion approved 7-0-0. Mayor Griffin declared the motion carried.

- 5. Consider a resolution authorizing the City Manager to enter into an agreement with Active Network, LLC for the implementation of ActiveNet recreation software at the Senior Center, Bedford Splash, and the Boys Ranch Activity Center in the amount of \$14,772.50.**

This item was approved by consent.

- 6. Consider a resolution authorizing the City Manager to purchase nine replacement radars for the Police Department in the amount of \$16,865.68 through Kustom Signals, Inc. utilizing the HGAC Cooperative Purchasing Agreement.**

This item was approved by consent.

- 7. Consider a resolution in support of statewide Proposition 7 for increased State funding for transportation.**

No discussion took place on this item.

- 8. Consider a resolution appointing members to Bedford's Citizen Boards and Commissions.**

This item was approved by consent.

- 9. Report on most recent meeting of the following Boards and Commissions:**

- ✓ **Animal Shelter Advisory Board - Councilmember Fisher**

No report was given.

- ✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner reported that the Commission met on October 19 and were presented with the opportunity to assist the PTA at Meadow Creek Elementary School on planting trees around the school on Saturday at 3:00 p.m.

- ✓ **Community Affairs Commission - Councilmember Farco**

Councilmember Farco recognized Commission members Gary Morlock, Roy Savage and Steve Grubbs who were in attendance. The Commission will host a business roundtable on November 5, with breakfast being served at 7:30 a.m., with the program going from 8:00 a.m. to 9:00 a.m. Afterwards, from 9:00 a.m. to 9:30 a.m., attendees will have the opportunity to ask questions and visit with the Mayor and Development Director Bill Syblon.

- ✓ **Cultural Commission - Councilmember Champney**

Councilmember Champney reported that the Commission will meet the following week. He thanked Councilmember Fisher for passing around a program that outlines the possibilities of what can happen when a community comes together and there is a vision. He stated that the whole idea of the Commission is to facilitate a symbiotic relationship between them and the Bedford Commons in order to create a greater sense of community, more participation by the residents, and to have more opportunities for activities that will be beneficial for the young and old.

- ✓ **Library Advisory Board - Councilmember Farco**

No report was given.

- ✓ **Parks and Recreation Board - Councilmember Sartor**

Councilmember Sartor encouraged everyone to vote on the name of the new Parks and Recreation mascot.

✓ **Teen Court Advisory Board - Councilmember Gebhart**

No report was given.

✓ **Senior Citizen Liaison - Councilmember Turner**

Councilmember Turner presented an overview of the history of the Senior Center. It was built in 1982 in concert with the City of Hurst and was originally 5,000 square feet. By 1987, it had outgrown the space and it was brought up to its current size of 9,190 square feet. In 2009, Hurst separated and opened their own center. The Center serves 2,260 people a month through 136 programs. Recently added activities include classes on yoga, chess, bridge, sewing, and ballroom and line dancing, as well as trips to Winstar Casino. Once a month, there is a lunch-and-learn program and educational seminars are held at least twice a month on such subjects as cataracts, weight management, osteoporosis, home safety, mosquitos, living with diabetes, rheumatoid arthritis and memory loss. Trips are planned to take seniors to travel experts. They are in the process of adding a patio to the west side of Center that will overlook the lake and pavilion. Other activities include ceramics, needlework, guitar lessons, tai chi and the famous Monday night dances.

## **10. Council member Reports**

Councilmember Fisher invited citizens of Bedford and sister cities to the Christmas tour concert with Shane & Shane with Phil Wickham to benefit 6Stones' "Night of Hope" event on December 5 at 7:00 p.m. He reminded everybody about the upcoming election on Constitutional amendments.

Councilmember Farco stated that he serves on the Board of the Chamber of Commerce and he has been told by other members that they are very proud of Bedford for always having Councilmembers, the Mayor and City staff at ribbon cuttings. He thanked staff for being there to welcome new businesses. He stated that the "Back the Blue" event was a great night to honor the Police Department; that the Fire Department open house was incredible; and that Assistant City Manager Kelli Agan did a wonderful job while the City Manager was on vacation.

Councilmember Turner reminded everybody about the time change on November 1.

## **11. City Manager/Staff Reports**

City Manager Roger Gibson thanked Councilmember Farco for his recognition of the work Ms. Agan did while he was on vacation.

### **EXECUTIVE SESSION**

**To convene in the conference room, if time permits, in compliance with Section 551.001 et. Seq. Texas Government Code, to discuss the following:**

- a) Pursuant to Section 551.087, receive an update on recent economic development activity.**
- b) Pursuant to Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Apartment Inspection Fees.**

Council convened into Executive Session pursuant to Texas Government Code Section 551.087, deliberation receive an update on recent economic development activity and Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Apartment Inspection Fees, at 7:21 p.m.

Council reconvened from Executive Session at 8:58 p.m.

**ADJOURNMENT**

Mayor Griffin adjourned the meeting at 8:58 p.m.

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Jim Griffin, Mayor

ATTEST:

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Michael Wells, City Secretary



# Council Agenda Background

**PRESENTER:** Clifford Blackwell, CGFO,  
Director of Admin Services

**DATE:** 11/10/15

**Council Mission Area:** Be responsive to the needs of the community.

**ITEM:**

Consider all matters incident and related to the issuance and sale of “City of Bedford, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2015” including adoption of an ordinance authorizing the issuance of such certificates of obligation.

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

The State Water Implementation Revenue Fund for Texas (SWIRFT) is designed to fund close to \$27 billion in state water plan projects over the next 50 years. SWIRFT provides the authority to issue revenue bonds, supported by State Water Implementation Fund for Texas (SWIFT) assets. Any political subdivision of the state with a project included in the state water plan could apply for assistance through this program. The types of assistance offered include low-interest loans, deferred loans, and board participation loans.

In January 2015, the City of Bedford applied for a low-interest loan, which is a long-term, fixed rate loan offered at below market interest rates. The application was for \$90 million, which would replace approximately 75% of the existing water system. By July 23, 2015, the City’s SWIRFT application for financial assistance was approved by the Texas Water Development Board (TWDB) for the amount requested. Funds will be used for water conservation measures within the City. The application shows that the major emphasis on conservation will be accomplished through Automatic Meter Reading (AMR) and replacing deteriorated water mains. The City of Bedford is proposing to fund several water conservation projects by issuing \$30 million within the first year of the program. The City will ask for the remaining \$60 million in subsequent years.

According to TWDB, bonds will be sold during each round of funding through the SWIRFT. Therefore, borrowers, such as the City of Bedford, are required to execute Financing Agreements similar to those used in other TWDB financial assistance programs. Due to the complexities and timing involved in the issuance of the TWDB bonds, borrowers will need to close their individual loans shortly after the TWDB closing, which occurred on November 4, 2015.

In September 2015, the City Council approved the financing agreement between TWDB and the City, which established the guidelines of the financial assistance program. In addition, the Council also approved the notices of intent to issue \$30,000,000 in certificates of obligation.

The first notice of intent was published on October 10, 2015. The second publication was exactly one week later on October 17, 2015.

In accordance with the requirements set forth by TWDB, the City’s bond counsel has prepared an ordinance authorizing the issuance and sale of City of Bedford, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2015. Staff recommends approval of the attached City ordinance.

With the approval of this ordinance and its rates, staff can expect delivery of funds no later than December 9, 2015.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of an ordinance authorizing the issuance and sale of “City of Bedford, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2015.”

**FISCAL IMPACT:**

Amount of issue: \$30,000,000

**ATTACHMENTS:**

Ordinance  
CO Issuance Timetable

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CERTIFICATE ORDINANCE

\$30,000,000  
CITY OF BEDFORD, TEXAS  
COMBINATION TAX AND SURPLUS REVENUE  
CERTIFICATES OF OBLIGATION  
SERIES 2015

Adopted: November 10, 2015

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EXHIBIT B	ESCROW AGREEMENT.....	B-1

ORDINANCE NO. 15-\_\_\_\_\_

AN ORDINANCE authorizing the issuance of "CITY OF BEDFORD, TEXAS, COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2015"; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a pledge of the net revenues derived from the operation of the City's combined Waterworks and Sewer System; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said Certificates, including the approval and execution of a Paying Agent/Registrar Agreement and an Escrow Agreement; and providing an effective date.

WHEREAS, pursuant to an application filed with the Texas Water Development Board (the "Board"), the City has received a loan commitment from the Board for financial assistance in the amount of \$30,000,000 to finance the costs of constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving waterworks system properties and facilities, and such financial assistance is to be evidenced by the Board's purchase of certificates of obligation payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and a pledge of the surplus Net Revenues (as defined in Section 10 hereof) of the System (as defined in Section 10); and

WHEREAS, notice of the City Council's intention to issue certificates of obligation in the maximum principal amount of \$30,000,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: improving and extending the City's waterworks system and (ii) professional services rendered in relation to such projects and the financing thereof; has been duly published in the *Fort Worth Star Telegram*, a newspaper hereby found and determined to be of general circulation in the City of Bedford, Texas, on October 10, 2015 and October 17, 2015, the date of the first publication of such notice being not less than thirty-one (31) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, no petition protesting the issuance of the certificates of obligation and bearing valid petition signatures of at least five percent (5%) of the qualified electors of the City, has been presented to or filed with the Mayor, City Secretary or any other official of the City on or prior to the date of the passage of this Ordinance; and

WHEREAS, pursuant to authority conferred by the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, the City Council hereby finds and determines the certificates of obligation described in such notice should be authorized for issuance and delivery to the Board at this time in the amount and manner hereinafter provided; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1: Authorization, Designation, Principal Amount, Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$30,000,000, to be designated and bear the title "CITY OF BEDFORD, TEXAS, COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES

2015” (hereinafter referred to as the “Certificates”), for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: improving and extending the City’s waterworks system and (ii) professional services rendered in relation to such projects and the financing thereof, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Date. The Certificates shall be issued as fully registered obligations, shall be dated December 1, 2015 (the “Certificate Date”) and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on August 1 in each of the years and in principal amounts (the “Stated Maturities”) and bear interest at the per annum rates in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate(s)</u>
2016	\$ 615,000	0.220%
2017	635,000	0.450%
2018	655,000	0.670%
2019	675,000	0.860%
2020	700,000	1.050%
2021	720,000	1.220%
2022	740,000	1.390%
2023	765,000	1.570%
2024	790,000	1.680%
2025	815,000	1.760%
2026	840,000	1.970%
2027	865,000	2.190%
2028	895,000	2.360%
2029	920,000	2.540%
2030	950,000	2.650%
2031	980,000	2.750%
2032	1,010,000	2.800%
2033	1,045,000	2.860%
2034	1,075,000	2.880%
2035	1,110,000	2.910%
2036	1,145,000	3.110%
2037	1,180,000	3.110%
2038	1,215,000	3.110%
2039	1,255,000	3.120%
2040	1,295,000	3.120%
2041	1,335,000	3.200%
2042	1,375,000	3.200%
2043	1,420,000	3.210%
2044	1,465,000	3.210%
2045	1,515,000	3.210%

The Certificates shall bear interest on the unpaid principal amount from the date of delivery to the initial purchaser (which date shall be the registration date appearing on the

“Registration Certificate of Paying Agent/Registrar” typed or printed on the global Certificates deposited with DTC (defined herein) and noted in the records of the Paying/Agent Registrar) at the rates per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Certificates shall be payable on February 1, 2016, and each August 1 and February 1 thereafter until maturity or prior redemption.

**SECTION 3: Terms of Payment - Paying Agent/Registrar.** The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the “Holders”) appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the “Security Register”) shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a “Paying Agent/Registrar Agreement”, substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor and City Secretary are authorized to execute and deliver such Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities or upon prior redemption thereof, only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices, initially in East Syracuse, New York, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the “Designated Payment/Transfer Office”). Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the fifteenth day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. Provided, however, while the Board is the registered owner of the Certificates, payments on the Certificates shall be made by wire transfer without expense to the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

#### SECTION 4: Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after August 1, 2026 shall be subject to redemption prior to maturity, at the option of the City, in whole or in part (in inverse order of Stated Maturities, if less than all) in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 1, 2026, or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

(b) Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the City to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the City.

(c) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by \$5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot.

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, provided moneys sufficient for the payment of such Certificate (or the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Certificate is subject by its terms to prior

redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor.

(e) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every registered owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates, executed on behalf of, and furnished by, the City, of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holders, Certificates may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates, executed on behalf of, and furnished by the City, to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first class postage prepaid, to the Holder and, upon the delivery thereof, the same shall be valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to Section 20 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of an unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and provide for the Certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

The City agrees it will not discontinue its use of the DTC Book-Entry-Only System with respect to the Certificates without prior notice to and consent from the Board while the Board is the Holder of any of the Certificates.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of said individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or any of them shall cease to hold such offices

prior to the delivery of the Certificates to the initial purchaser, and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in V.T.C.A., Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

**SECTION 8: Initial Certificate(s).** The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered certificates, being one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser or the designee thereof. The Initial Certificate(s) shall be the Certificates submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser. Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser, or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

**SECTION 9: Forms.**

(a) **Forms Generally.** The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution thereof. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The Certificates, including the Initial Certificate(s), shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificates.

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF BEDFORD, TEXAS,  
COMBINATION TAX AND SURPLUS REVENUE  
CERTIFICATE OF OBLIGATION,  
SERIES 2015

Certificate Date:  
December 1, 2015

Interest Rate:  
\_\_\_\_\_ %

Stated Maturity:  
August 1, 20\_\_

CUSIP No.:  
\_\_\_\_\_

Registered Owner:

Principal Amount:

The City of Bedford (hereinafter referred to as the "City"), a body politic and corporate and municipal corporation in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount stated above (or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amount hereof from the date of the delivery of the Certificates to the initial purchaser at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 in each year, commencing February 1, 2016, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or upon its prior redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of

America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$30,000,000 (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: improving and extending the City's waterworks system and (ii) professional services rendered in relation to such projects and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Certificates maturing on and after August 1, 2026, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part (in inverse order of Stated Maturities, if less than all) in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on February 1, 2026, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of the Certificates to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and from a pledge of the Net Revenues of the City's combined waterworks and sewer system (the "System"), such pledge being junior and subordinate to the lien on and pledge of the Net Revenues securing the payment of Prior Lien Obligations hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the Holder by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the properties constituting the System; the Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or upon its prior redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the

Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and covenanted that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates by the levy of a tax and a pledge of and lien on the Net Revenues of the System as aforesated. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF BEDFORD, TEXAS

\_\_\_\_\_  
Mayor

COUNTERSIGNED:

\_\_\_\_\_  
City Secretary

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificate(s) only.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER )  
OF PUBLIC ACCOUNTS ) REGISTER NO. \_\_\_\_\_  
THE STATE OF TEXAS )

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within-mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar located in East Syracuse, New York, the "Designated Payment/Transfer Office" for this Certificate.

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., Dallas, Texas,  
as Paying Agent/Registrar

Registration Date:

\_\_\_\_\_

By \_\_\_\_\_  
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:) \_\_\_\_\_

(Social Security or other identifying number: \_\_\_\_\_) the within Certificate and all

rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_

attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

\_\_\_\_\_  
Signature guaranteed:

\_\_\_\_\_  
NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

(f) The Initial Certificate(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

Heading and first paragraph shall be modified to read as follows:

REGISTERED  
NO. T-1

REGISTERED  
\$30,000,000

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF BEDFORD, TEXAS,  
COMBINATION TAX AND SURPLUS REVENUE  
CERTIFICATE OF OBLIGATION,  
SERIES 2015

Certificate Date: December 1, 2015

Registered Owner: TEXAS WATER DEVELOPMENT BOARD

Principal Amount: THIRTY MILLION DOLLARS

The City of Bedford (hereinafter referred to as the "City"), a body politic and corporate and municipal corporation in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 1 in each of the years and in principal installments in accordance with the following schedule:

<u>YEAR</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATE</u>
-------------	-----------------------------------	--------------------------

(Information to be inserted from schedule in Section 2 hereof)

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amount hereof from the date of the delivery to the initial purchaser at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year, commencing February 1, 2016, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or on a redemption date to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, upon its presentation and surrender at its designated offices, initially in East Syracuse, New York, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security

Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date”, which is the fifteenth day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/ Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

(a) The term “Certificates” shall mean the \$30,000,000 “City of Bedford, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2015” authorized by this Ordinance.

(b) The term “Certificate Fund” shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.

(c) The term “Collection Date” shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(d) The term “Debt Service Requirement” shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

(e) The term “Fiscal Year” shall mean the twelve month accounting period used by the City in connection with the operation of the System which may be any twelve consecutive month period established by the City.

(f) The term “Government Securities” shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed

or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other authorized securities or obligations that may be used to defease obligations such as the Certificates under the applicable laws of the State of Texas.

(g) The term "Gross Revenues" for any period shall mean all income, receipts and revenues of every nature derived or received from the operation and ownership (excluding refundable meter deposits, restricted gifts and grants in aid of construction) of the System, including earnings and income derived from the investment or deposit of moneys in any special funds or accounts created and established for the payment and security of the Prior Lien Obligations and other obligations payable solely from and secured only by a lien on and pledge of the Net Revenues of the System.

(h) The term "Maintenance and Operating Expenses" shall mean all current expenses of operating and maintaining the System as authorized by the provisions of Texas Government Code, Chapter 1502, as amended, including but not limited to, all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to maintain the operations and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues shall be deducted in determining Net Revenues. Depreciation charges shall not be considered Maintenance and Operating Expenses. Maintenance and Operating Expenses shall include payments under contracts for the purchase of water supply, treatment of sewage or other materials, goods or services for the System to the extent authorized by law and the provisions of such contract.

(i) The term "Net Revenues" for any period shall mean the Gross Revenues of the System, with respect to any period, after deducting the System's Maintenance and Operating Expenses during such period.

(j) The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 21 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 20 hereof.

(k) The term "Prior Lien Obligations" shall mean (i) all revenue bonds or other obligations hereafter issued that are payable solely from and secured only by a lien on and

pledge of the Net Revenues of the System and (ii) all obligations now outstanding and hereafter issued which by the terms of this Ordinance and the ordinances authorizing their issuance have a prior right and claim on the Net Revenues of the System to the claim and right securing the payment of the Certificates.

(l) The term "Series 2015 Project" shall mean, with respect to the Certificates, the project described in Section 1 hereof.

(m) The term "System" shall mean all properties, facilities and plants currently owned, operated and maintained by the City for the supply, treatment and transmission of treated potable water, and for the collection and treatment of waste water, together with all future extensions, improvements, replacements and additions thereto.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account on the books of the City to be designated the "SPECIAL SERIES 2015 TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION FUND", and all moneys deposited to the credit of such account shall be kept and maintained in a banking fund maintained at a depository of the City. The Mayor, Mayor Pro Tem, City Manager, Director of Administrative Services and City Secretary of the City, any two of said individuals, are hereby authorized and directed to make withdrawals from the Certificate Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended) relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from said Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy.

(a) To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied a sufficient tax on each one hundred dollars' valuation of taxable property in said City, adequate to pay such Debt Service Requirements while the Certificates are Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt

Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

(b) Notwithstanding the provisions of paragraph (a) above of this Section 12:

(1) if Net Revenues of the System hereinafter pledged to the payment of the Certificates are actually on deposit in the Certificate Fund in advance of the time ad valorem taxes are scheduled to be levied for any year, then the amount of taxes otherwise required to be levied for such year pursuant to (a) above may be reduced to the extent and by the amount of the funds then on deposit in the Certificate Fund; or

(2) if the City's annual budget provides for the Net Revenues of the System to pay the Debt Service Requirements of the Certificates to become due and payable during the budget year and thereby reduce the amount of ad valorem taxes to be levied in such year for the Certificates, then:

(i) The City shall transfer and deposit in the Certificate Fund each month an amount of not less than 1/12th of the annual Debt Service Requirements on the Certificates until the amount accumulated and maintained in the Certificate Fund equals the amount required for the full payment of the Debt Service Requirements on the Certificates then Outstanding; and provided further, save and except for required payments to the special funds maintained for the payment of the Prior Lien Obligations, if issued, the City shall not transfer any Net Revenues from the System Fund to any fund of the City other than the Certificate Fund until such time as an amount equal to the annual Debt Service Requirements for the Certificates for the then current fiscal year has been deposited in the Certificate Fund;

(ii) Each year while the Certificates are Outstanding, and prior to the time of the annual ad valorem tax rate is established and levied by the City, the City shall establish, adopt and maintain an annual budget that provides for either the monthly deposit of sufficient Net Revenues of the System and/or ad valorem tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Certificate Fund for the payment of the Certificates; and

(iii) The City shall at all times maintain and collect sufficient rates and charges for water and sewer services in conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the System produce Net Revenues in an amount not less than 1.10 times the debt service payments for all outstanding water or sewer system revenue bonds of the City and other obligations of the City which are secured in whole or in part by a pledge of the revenues of the System for which the City is budgeting the repayment of such

obligations from the revenues of the System, or the City shall provide documentation which evidences the levy of an ad valorem tax rate dedicated to the payment of the Certificates, in conjunction with any other legally available funds other than revenues of the System, sufficient for the repayment of System debt service requirements.

(c) The City has sufficient current funds available to pay the principal and interest payment to become due on the Certificates on February 1, 2016 and August 1, 2016, and there will be deposited in the Certificate Fund (created for the payment of the Certificates) such amount of current funds which will be sufficient to pay the amounts to become due on the Certificates on February 1, 2016 and August 1, 2016.

**SECTION 13: Pledge of Surplus Net Revenues.** The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Obligations, the Net Revenues of the System are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Certificates, and the pledge of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System in accordance with the terms and provisions hereof and be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Texas Government Code, Chapter 1208, as amended ("Chapter 1208"). The pledge of the Net Revenues of the System to the payment of the principal of and interest on the Certificates is subordinate to the pledge of the Net Revenues of the System to the payment and security of all Prior Lien Obligations issued by the City.

Chapter 1208 applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

**SECTION 14: System Fund.** The City covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of the Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the "City of Bedford Waterworks and Sanitary Sewer System Fund" (hereinafter called the "System Fund"). All moneys deposited to the credit of the System Fund shall be allocated, dedicated and disbursed to the extent required for the following purposes and in the order of priority shown, to wit:

**First:** To the payment of all necessary and reasonable Maintenance and Operating Expenses of the System as defined herein or required by statute to be a first charge on and claim against the Gross Revenues thereof.

Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinances authorizing the issuance of Prior Lien Obligations.

Third: To the payment of the amounts then due on and pledged to the payment of the "City of Bedford, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012" and the Certificates.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the City hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues of the System in the System Fund, the amount of Net Revenues of the System pledged to the payment of the Certificates.

The City covenants and agrees that the pledged Net Revenues of the System, together with other lawfully available revenues appropriated by the City for payment of the debt service requirements on the Certificates and ad valorem taxes levied, collected and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, including the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, and the Public Funds Collateral Act, Texas Government Code, Chapter 2257, as amended, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Chapter 1502, as amended, and Subchapter C of Chapter 271 of the Texas Local Government Code.

(b) Other than for the payment of the Certificates and the "City of Bedford, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012," the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

(c) So long as any of the Certificates are Outstanding, the City agrees to maintain insurance for the benefit of the Holder or Holders of such Certificates of the kinds and in the amounts which are usually carried by private companies engaged in a similar type of business.

SECTION 18: Issuance of Prior Lien Obligations/Additional Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue additional obligations payable, in whole or in part, from the Net Revenues of the System and, to the extent provided, secured by a lien on and pledge of the Net Revenues of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

SECTION 19: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 20: Mutilated - Destroyed - Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 21: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied and the lien on and pledge of the Net Revenues of the System under this

Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

**SECTION 22: Ordinance a Contract - Amendments.** This Ordinance shall constitute a contract with the Holders of the Certificates from time to time, be binding on the City, and shall not be amended or repealed by the City while any Certificates remain Outstanding except as permitted in this Section and in Section 38 hereof. The City, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders of the Certificates, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 23: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Certificates are first authenticated and delivered to the initial purchaser against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause interest on (1) any Certificate issued hereunder or (2) any series of bonds or obligations issued or incurred by the Board or the Texas Water Resources Finance Authority to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account

separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Certificate Account or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Director of Administrative Services and City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations,

as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Nonpurpose Investments. No portion of the proceeds of the Certificates will be used, directly or indirectly, in a manner that would cause the Certificates to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Regulations, including to acquire or to replace funds which were used, directly or indirectly, to acquire Nonpurpose Investments which produce a yield materially higher than the yield on the Board's bonds that were issued to provide financing for the Certificates (the "Source Series Bonds"), other than Nonpurpose Investments acquired with:

(1) proceeds of the Board's Source Series Bonds invested for a reasonable temporary period of up to three (3) years (reduced by the period of investment by the Board) until such proceeds are needed for the facilities to be financed;

(2) amounts invested in a bona fide debt service fund, within the meaning of § 1.148-1(b) of the Regulations; and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Certificates, 125% of average annual debt service on the Certificates, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Certificates.

SECTION 24: Confirmation of Sale – Approval of Private Placement Memorandum. The sale of the Certificates to the Texas Water Development Board (the "Purchasers" or the "Board") at the price of par pursuant to a loan commitment received from the Purchasers is hereby confirmed. Delivery of said Certificates shall be made to said Purchasers as soon as may be after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale, which terms the City has determined and does determine to be in the City's best interests. The Private Placement Memorandum related to the Certificates and presented to the City Council in connection with this Ordinance is approved.

SECTION 25: Rules and Regulations of the Texas Water Development Board. In compliance with the published rules and regulations of the Texas Water Development Board, the City agrees and covenants that upon completion of the Series 2015 Project, the proper officials of the City promptly shall cause to be prepared and submitted to the Board (i) a final accounting of the total costs of the Series 2015 Project and the expenditure of funds therefor and (ii) a copy of the construction plans for the Series 2015 Project as built and completed. In addition to other information required by the Board, said final accounting shall identify (i) all funds utilized or represented to be available in the City's application, from whatever source derived, and (ii) all Series 2015 Project costs contained and approved in the City's application to the Board or approved in subsequent change orders.

If the total cost of the Series 2015 Project is less than the amount of Series 2015 Project funds available, then the City may use such surplus proceeds of the Certificates remaining after completion of the Series 2015 Project for the following purposes as approved by the Executive Administrator: (1) to deposit into the Certificate Fund or (2) to pay eligible costs for the Series 2015 Project as authorized by the Executive Administrator. In determining the amount of available funds for the Series 2015 Project, the City agrees to account for all amounts deposited to the credit of the Construction Fund, including all loan funds extended by the Board, all other

funds available for the Series 2015 Project as described in the project engineer's or fiscal representative's sufficiency of funds statement and all interest earned by the City on money in the Construction Fund. Execution and delivery of an Escrow Agreement (the "Escrow Agreement") by and between the City and The Bank of New York Mellon Trust Company, N.A. (the "Escrow Agent"), substantially in the form attached hereto as **Exhibit B**, by the Mayor and City Secretary is hereby approved. The Construction Fund (created pursuant to Section 26 hereof) shall be held subject to the Escrow Agreement.

The City further agrees and covenants as follows:

- (i) The Board may exercise all remedies available to it in law or equity, and any provision of the Certificates that restricts or limits the Board's full exercise of these remedies shall be of no force and effect.
- (ii) The proceeds of the Certificates shall be held in a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.
- (iii) No Certificate proceeds will be used for sampling, testing, removing or disposing of contaminated soils and/or media at the project site and, to the extent permitted by law, to indemnify, hold harmless and protect the Board from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport and/or removal and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the Series 2015 Project.
- (iv) The City shall report to the Board the amounts of Series 2015 Project funds, if any, that were used to compensate historically underutilized businesses that worked on the Series 2015 Project, in accordance with 31 Texas Administration Code, Section 363.1312.
- (v) The City will not use any portion of the proceeds of the Certificates in a manner that would cause the Certificates to become "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.
- (vi) Neither the City nor a related party thereto will acquire any of the Source Series Bonds (as defined in Section 23(k) hereof) in an amount related to the amount of the Certificates to be acquired from the City by the Board.

**SECTION 26: Proceeds of Sale – Construction Fund.** The City hereby creates a construction fund account in a depository of the City, which is known as the "Construction Fund," into which shall be deposited all remaining proceeds derived from the sale of the Certificates in accordance with Section 25 of this Ordinance and this Section. The Construction Fund shall be kept separate and apart from all other funds and accounts of the City. To the extent of any conflict between this Section and Section 34, Section 34 controls. In this Section, when the term "Cost(s) of the Project" is used, the reference is to the Series 2015 Project.

Immediately following the delivery of the Certificates to the Purchasers, the proceeds of sale (less amounts to pay costs of issuance) shall be deposited in the Construction Fund and held in escrow pending written authorization to release said moneys. Moneys on deposit in the Construction Fund shall be disbursed only for payment of the respective Costs of the Series 2015 Project financed. The City shall keep records of the nature and amount of all Construction Fund expenditures and make the same available to the City and the engineers at all reasonable times. Should there be any balance in the Construction Fund after all such Costs of the Series 2015 Project have been paid, such balance shall be deposited in the Certificate Fund.

Upon the release of funds from such escrow account maintained pursuant to the Escrow Agreement, the released amount shall be deposited to the credit of the Construction Fund. Pending expenditure for authorized projects and purposes, the amounts deposited to the credit of the Construction Fund may be invested in accordance with laws of the State and investment policies and guidelines of the City for such type funds, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. All surplus proceeds of sale of the Certificates, including investment earnings, remaining in the Construction Fund after completion of all authorized projects or purposes and after satisfying the requirements of Section 25 hereof shall be deposited to the credit of the Certificate Fund.

SECTION 27: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

SECTION 28: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 29: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 30: Bond Counsel's Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC.

SECTION 31: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 32: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 33: Inconsistent Provisions. Except as provided in Section 19 hereof, all ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 34: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 35: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 36: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 37: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within 12 months after the end of each fiscal year, beginning in or after 2015, audited financial statements of the City, and (2) if audited financial statements are not available by the required time, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited statements become available. Any financial statements so provided shall be prepared in accordance with the generally accepted accounting principles as applicable to governmental units as prescribed by the Government Accounting Standards Board, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Certificate calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) hereof an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

**SECTION 39: Further Procedures.** Any one or more of the Mayor, Mayor Pro Tem, City Manager, Director of Administrative Services and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance, sale and delivery of the Certificates. In addition, prior to the delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Director of Administrative Services and City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in this Ordinance or such other document, or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

**SECTION 40: Incorporation of Findings and Determinations.** The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

**SECTION 41: Public Meeting.** It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 42: Effective Date. This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof in accordance with the provisions of Texas Government Code, Section 1201.028, as amended.

*[remainder of page intentionally left blank]*

PASSED AND ADOPTED, this November 10, 2015.

CITY OF BEDFORD, TEXAS

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Mayor

ATTEST:

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City Secretary

(City Seal)

**EXHIBIT A**

**PAYING AGENT/REGISTRAR AGREEMENT**

**EXHIBIT B**  
ESCROW AGREEMENT



## City of Bedford, Texas

### Combination Tax and Surplus Revenue Certificates of Obligation, Series 2015

#### Projected Schedule of Events

Sep-15							Oct-15							Nov-15							Dec-15						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
27	28	29	30				25	26	27	28	29	30	31	29	30						27	28	29	30	31		

Complete By	Day	Event
8-Sep-15	Tuesday	<b>City Council passes resolution authorizing Notice of Intent Certificates of Obligation and approves TWDB Financing Agreement</b>
15-Sep-15	Tuesday	Executed Financing Agreement due to TWDB
10-Oct-15	Saturday	First Publication of Notice of Intent to Issue Certificates no later than October 11, 2015
13-Oct-15	Tuesday	Receive Final Rates from TWDB
17-Oct-15	Saturday	Second Publication of Notice of Intent to Issue Certificates (same day of the week following 1st publication)
10-Nov-15	Tuesday	<b>City Council adopts Ordinance and approves Rates</b>
9-Dec-15	Wednesday	Closings and Delivery of Funds to the City



# Council Agenda Background

**PRESENTER:** Jill McAdams, HR Director

**DATE:** 11/10/15

**Council Mission Area:** Be responsive to the needs of the community.

**ITEM:**

Consider a resolution authorizing the City Manager to enter into a contractual agreement with Kronos to lease timekeeping clocks, licenses for software, and annual maintenance agreements for employee timekeeping purposes.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

During the FY 2015/2016 budget process, Council approved a Kronos timekeeping system that will be compatible with the New World Logos system recently purchased by the City. The Kronos system will be used by all City employees as a means to clock in and out, record employee time and request time off. Kronos is cloud based and provides a variety of options in which employees can clock in and out.

The Kronos system is the only timekeeping system on the market that is compatible with the New World Logos system specifically designed to track public safety time. This was a key determining factor when selecting Kronos. The supplemental budget request was for a total of \$36,750 for the licenses and implementation fees that New World may charge for any special programming needs. After the proposed budget was completed, several departments identified the need to utilize biometric time clocks as the most appropriate means to track time in their department. The annual fee of \$13,608 for this is in addition to the approved budget supplemental amount. It will be covered through any savings in the actual implementation costs and salary savings for the first year. Future years will be included in the normal budget process.

Employees will have the option of accessing the Kronos system through a desktop computer, smart phone or tablet. A majority of City employees will log into the system through these means. In certain high-traffic facilities, the City will lease biometric time clocks for employee use. A total of nine time clocks will be placed in the following buildings:

- Public Works
- Parks
- Recreation (Splash and the BRAC)
- Library
- Police Department
- Fire Department (three)

There are geo-mapping and geo-fencing capabilities (for those employees clocking in on a job site) to ensure that accurate time is recorded.

The City will begin working with Kronos to implement the system in late February 2016.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contractual agreement with Kronos to lease timekeeping clocks, licenses for software, and annual maintenance agreements for employee timekeeping purposes.

**FISCAL IMPACT:**

Budget FY 15/16:	\$36,750.00
Actual Amount:	\$33,153.60
Variance:	\$3,596.40

**ATTACHMENTS:**

Resolution  
Quote

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACTUAL AGREEMENT WITH KRONOS TO LEASE TIMEKEEPING CLOCKS, LICENSES FOR SOFTWARE, AND ANNUAL MAINTENANCE AGREEMENTS FOR EMPLOYEE TIMEKEEPING PURPOSES.

WHEREAS, the City of Bedford City Council approved a budget supplemental request for \$36,750 to fund a timekeeping system for the City of Bedford; and,

WHEREAS, the City staff researched possible timekeeping software and systems; and,

WHEREAS, Kronos provides software and a timekeeping system that is compatible with the current New World Logos system.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council does hereby authorize the City Manager to enter into a contractual agreement with Kronos to lease timekeeping clocks, licenses for software, and annual maintenance agreements for employee timekeeping purposes.

PRESENTED AND PASSED this 10th day of November 2015, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

---

Jim Griffin, Mayor

ATTEST:

---

Michael Wells, City Secretary

APPROVED AS TO FORM:

---

Stan Lowry, City Attorney



# Workforce Ready Order Form

Date: 10/20/2015  
 Version #: 1  
 Expires: 11/13/2015

Customer PO #:  
 Salesperson: Sandy Martin

Bill To: Attn: Jill McAdams  
 City of Bedford  
 2000 Forest Ridge Drive  
 Bedford, TX 76021

Ship To: Attn: Jill McAdams  
 City of Bedford  
 2000 Forest Ridge Drive  
 Bedford, TX 76021

FOB: Shipping Point  
 Shipping Method: FedEx Ground

Solution ID: 6124082

This order entered into between the Customer and Kronos is subject to the terms and conditions of the Contract #14-JLR-003 dated March 18th, 2014 between the Lead Agency (acting as the "Owner") and Kronos Incorporated (as the "Contractor"), as amended.

Initial Term: 3 year  
 Billing Start Date: 0% for first 90 days, 100% thereafter  
 Renewal Term: 1 year  
 Payment Terms: N30  
 Billing Frequency (unless otherwise noted, all invoices are due per the payment terms noted above):  
 SaaS Services for WFR: Annual in Advance  
 Equipment Rental: Annual in Advance

The amount owed by Customer for its annual advance payment reflects Customer's minimum annual fees to be paid to Kronos. Additional fees may be invoiced and owed on a monthly basis if Customer's actual usage of the Applications exceeds the minimum number of employees for which Customer is making its annual advance payment.

### SaaS Services

Item	License/Qty	Unit Price	Price
Workforce Ready Time Keeping	335	\$3.15	\$1,055.25
Workforce Ready Accruals	335	\$0.63	\$211.05
<b>Minimum Monthly Total:</b>			<b>\$1,266.30</b>

### Equipment - Rental

Item	Qty	Unit Price	Monthly Price
Workforce Ready Rental InTouch 9000 H3, Standard KR B/C	9	\$94.50	\$850.50
Touch ID Plus Option for H3 InTouch	9	\$31.50	\$283.50
<b>Total Monthly:</b>			<b>\$1,134.00</b>

### Accessories

Item	Qty	Unit Price	Total Price
NORTH AMERICA POWER KIT FOR EXTERNAL OUTLET, INTOUCH STD	9	\$0.00	\$0.00
<b>Total Price:</b>			<b>\$0.00</b>

### Setup Fees

Item	Total Price
Workforce Ready Setup Fee	\$4,350.00
<b>Total Price:</b>	<b>\$4,350.00</b>

### Quote Summary

Item	Total Price
Minimum Monthly Fee	\$2,400.30
Minimum Annual Fee	\$28,803.60
One Time Setup Fees	\$4,350.00
Total Equipment Purchase and Accessories Fee	\$0.00

NOTICES: All legal notices required to be given hereunder shall be in writing and shall be deemed given if sent to the addressee specified herein: (a) by either registered or certified United States mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service and addressed to the persons set forth herein, the next business day. All other notices, including notices of non-payment, may also be sent via facsimile or email, and will be deemed given on the day delivery is electronically confirmed.

### City of Bedford

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Kronos | Time & Attendance • Scheduling • Absence Management • HR & Payroll • Hiring • Labor Analytics

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.Kronos.com



# Council Agenda Background

**PRESENTER:** Kelli Agan, Assistant City Manager

**DATE:** 11/10/15

**Council Mission Area:** Demonstrate excellent customer service in an efficient manner.

**ITEM:**

Consider a resolution authorizing the Mayor to certify the Equitable Sharing Agreement and Certification as required by the United States Department of Justice.

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

Each year, the Police Department files an Equitable Sharing Agreement and Certification report with the United States Department of Justice Asset Forfeiture and Money Laundering Section. The Police Department did not receive any federal asset forfeitures during this reporting period.

The Equitable Sharing Agreement and Certification Report captures all property and/or cash funds that were forfeited to the Police Department through a federal court. Additionally, the report also discloses all expenditures utilizing forfeited funds.

Assets (either property or cash) received through the Equitable Sharing Agreement must be utilized for law enforcement related purposes.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the Mayor to certify the Equitable Sharing Agreement and Certification as required by the United States Department of Justice.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Resolution  
Equitable Sharing Agreement and Certification

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE MAYOR TO CERTIFY THE EQUITABLE SHARING AGREEMENT AND CERTIFICATION AS REQUIRED BY THE UNITED STATES DEPARTMENT OF JUSTICE.

WHEREAS, the City Council of Bedford, Texas completed an inspection of the report, which contains an accounting of funds received and spent by the Police Department through the Equitable Sharing Program; and,

WHEREAS, the City Council of Bedford, Texas acknowledges that the Equitable Sharing Agreement and Certification Report must be filed with the United States Department of Justice on or before November 30, 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council of Bedford, Texas authorizes the Mayor to certify the Equitable Sharing Agreement and Certification as required by the United States Department of Justice.

PRESENTED AND PASSED this 10th day November of 2015, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

\_\_\_\_\_  
Jim Griffin, Mayor

ATTEST:

\_\_\_\_\_  
Michael Wells, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Stan Lowry, City Attorney



Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$0.00	
b	Training and education	\$0.00	
c	Law enforcement, public safety, and detention facilities	\$0.00	
d	Law enforcement equipment	\$0.00	
e	Joint law enforcement/public safety operations	\$0.00	
f	Contracting for services	\$0.00	
g	Law enforcement travel and per diem	\$0.00	
h	Law enforcement awards and memorials	\$0.00	
i	Drug, gang, and other education or awareness programs	\$0.00	
j	Matching grants (Complete Table C)		
k	Transfers to other participating law enforcement agencies (Complete Table D)		
l	Support of community-based programs (Complete Table E)		
m	Non-categorized expenditures (Complete Table F)		
n	Salaries (Complete Table G)		
		<b>Total:</b>	\$0.00

Please fill out the following tables, if applicable.

**Table A: Members of Task Force**

Agency Name	NCIC/ORI/Tracking Number

**Table B: Equitable Sharing Funds Received from other Agencies**

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

**Table C: Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds
<input type="text"/>		

**Table D: Transfers to Other Participating Law Enforcement Agencies**

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>	<input type="text"/>	<input type="text"/>
NCIC/ORI/Tracking Number: <input type="text"/>		

**Table E: Support of Community-based Programs**

Recipient	Justice Funds	Treasury Funds
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Table F: Expenditures not Categorized in (a) - (n) Above**

Description	Justice Funds	Treasury Funds
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Table G: Salaries**

Salary Type	Justice Funds	Treasury Funds
<input type="radio"/> Overtime <input type="radio"/> Match for Federal Salary Grant <input type="radio"/> DARE/SRO Officer <input type="radio"/> Federal Task Force Replacement Officer	<input type="text"/>	<input type="text"/>

**Table H: Civil Rights Cases**

Name of Case	Type of Discrimination Alleged			
	<input type="text"/>	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

# Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.

By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

**1. Submission.** This Document must be submitted to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov) within 60 days of the end of the Agency's fiscal year. This Document must be submitted and signed electronically. This will constitute submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** This agreement must be electronically signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

**3. Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide)*.

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a current and compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction as supplemented by requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

**6. Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

**7. Freedom of Information Act.** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

# Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Guide* during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is compliant with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**       Yes     No

**If you answered yes to the above question, complete Table H**

## Agency Head Electronic Signature

Name: Jeff Gibson

Title: Police Chief

Email: jeff.gibson@bedfordtx.gov

## Governing Body Head Electronic Signature

Name: Jim Griffin

Title: Mayor

Email: jim.griffin@bedfordtx.gov

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been duly reviewed and authorized by the Law Enforcement Agency Head and the Governing Body Head whose names appear above. Their typed names indicate their acceptance of and their agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

### Final Instructions:

Step 1: Click to save for your records

Step 2: Click to save in XML format

Step 3: Email the XML file to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov)



# Council Agenda Background

**PRESENTER:** Jeff Gibson, Police Chief

**DATE:** 11/10/15

**Council Mission Area:** Provide a safe and friendly community environment.

**ITEM:**

Consider a resolution authorizing the City Manager to purchase 58 replacement duty weapons and related accessories for the Police Department from Gulf States Distributors in the amount of \$45,059.10.

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

On September 8, 2015, the Bedford City Council passed an ordinance adopting the FY 2015/16 Budget. Funds were allocated within the budget to replace a portion of duty weapons and related accessories (i.e. holsters, magazines, etc.) for the Police Department. A request will be made in the FY 2016/17 Budget to replace the remaining inventory of duty weapons and related accessories.

Current service weapons were purchased during FY 2007/08, making them over seven years old. Manufacturers of service weapons recommend replacement every seven to ten years.

Officers participate in four weapons training/qualifications each year. It is estimated that approximately 7,000 to 10,000 rounds of ammunition have been fired through each service weapon during training and qualifications.

The benefit of replacing service weapons is to ensure that the vital issued equipment is in optimal working order. Weapon malfunctions have been experienced during qualifications and training exercises as a result of age, wear and tear. The likelihood of future weapon failures/malfunctions increase with the age of the equipment.

Current service weapons will be sold to the vendor and the discount has been figured into the overall purchase price.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager purchase 58 replacement duty weapons and related accessories for the Police Department from Gulf States Distributors in the amount of \$45,059.10.

**FISCAL IMPACT:**

Budget:	\$46,200.00
Actual:	45,059.10
Variance:	1,140.90

**ATTACHMENTS:**

Resolution  
Quote

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE 58 REPLACEMENT DUTY WEAPONS AND RELATED ACCESSORIES FOR THE POLICE DEPARTMENT FROM GULF STATES DISTRIBUTORS IN THE AMOUNT OF \$45,059.10.

WHEREAS, the City Council of Bedford, Texas determines the necessity to replace current duty weapons through the FY 2015/16 budget; and,

WHEREAS, the City Council of Bedford, Texas determines the necessity of providing the Police Department with new duty weapons due to the age and usage of current duty weapons; and,

WHEREAS, the City Council of Bedford, Texas acknowledges that the new duty weapons will be purchased from Gulf States Distributors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the findings above are found to be true and correct, and are incorporated wherein.

SECTION 2. That the City Manager is hereby authorized to purchase replacement duty weapons and related accessories for the Police Department from Gulf States Distributors.

PRESENTED AND PASSED this the 10th day of November 2015, by a vote of \_\_ ayes, \_\_ nays and \_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

\_\_\_\_\_  
Jim Griffin, Mayor

ATTEST:

\_\_\_\_\_  
Michael Wells, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Stan Lowry, City Attorney



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!!! **V Belts** !!! Call for your special pricing on all Power Transmission Belts. We offer great Volume Discounts when you order in quantities of 20 or more. Free Delivery in the DFW Area.

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!!! **Fuses & Breakers** !!! All brands - all your needs under one roof.

Please contact us with **any** questions, requests or orders: at 817-251-4800 or by fax at 817-722-8377.

You can also contact us at our e-mail address: [sales@simbaindustries.com](mailto:sales@simbaindustries.com)

North Texas Office: 753 Port America Place Suite 210 Grapevine, TX 76051

HUB & MWBE CERTIFIED VENDOR

**We look forward to hearing from you!**

**Office: 817-251-4800 Fax: 817-722-8377 E-Mail:**  
**[sales@simbaindustries.com](mailto:sales@simbaindustries.com)**

*10-5-15 contacted Vickie Kaster who related*

*No FIREARMS OR ARMED*

*HUB listing showed Law Enforcement supplies  
Only HUB Vendor Active in Tarrant Co.  
advertising these services.*

Gulf States Dist.  
6000 East Shirley Ln.  
Montgomery, Alabama, 36117

Weapon Bid:

\$35380.00

Leather Bid:

\$8204.10

Magazine Bid:

\$1475.00

Total Bid:

\$45059.10

Quote



Gulf States Distributors  
6000 East Shirley Lane  
P.O. Box 241387 (36124-1387)  
Montgomery, AL 36117  
3342712010

Order Number: 0122992  
Order Date: 10/5/2015

Salesperson: 0030  
Customer Number: TXBEDF

**Sold To:**  
Bedford Police Department  
2000 Forest Ridge Drive  
Accounts Payable  
Bedford, TX 76021  
**Confirm To:**

**Ship To:**  
Bedford Police Department  
2121 L Don Dodson Drive  
Bedford, TX 76021

Customer P.O.	Ship VIA	F.O.B.	Terms			
	0		Net 20 days			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
NS-G 751-1000	EACH	58.00	0.00	0.00	985.00	57,130.00
Kimber Stainless Custom TLE RL with Night Sights and Ambi safety part number 4100061			Whse: 000	DropShip: N		

Net Order:	57,130.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Order Total:</b>	<b>57,130.00</b>

Quote



Gulf States Distributors  
 6000 East Shirley Lane  
 P.O. Box 241387 (36124-1387)  
 Montgomery, AL 36117  
 3342712010

Order Number: 0123013  
 Order Date: 10/6/2015

Salesperson: 0030  
 Customer Number: TXBEDF

**Sold To:**  
 Bedford Police Department  
 2000 Forest Ridge Drive  
 Accounts Payable  
 Bedford, TX 76021  
**Confirm To:**

**Ship To:**  
 Bedford Police Department  
 2121 L Don Dodson Drive  
 Bedford, TX 76021

Customer P.O.	Ship VIA	F.O.B.	Terms			
	0		Net 20 days			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
NS-G 251-500	EACH	24.00	0.00	0.00	425.00-	10,200.00-
Kimber Custom II Stainless .45 with Ambi Safety and working night sights with original box and 1 mag each			Whse: 000	DropShip: N		
Officer Buy Back price is 445.00						
NS-G 251-500	EACH	10.00	0.00	0.00	425.00-	4,250.00-
Kimber Custom TLE/RL .45 Blue Finish with Night Sights and ambi safety - 1 mag each and original box			Whse: 000	DropShip: N		
Officer Buy Back price is 445.00						
NS-G 251-500	EACH	2.00	0.00	0.00	350.00-	700.00-
Glock 21SF .45 cal pistol with Night Sights - Original box and 3 mags each			Whse: 000	DropShip: N		
Officer Buy Back price is 369.00						
NS-G 251-500	EACH	22.00	0.00	0.00	300.00-	6,600.00-
Springfield XD45 with Night Sights and Light Rail - Two tone with 3 mags each			Whse: 000	DropShip: N		
Officer Buy Back Price is 319.00						
Attn: Ron Wilkey						
Please let me know if you have any questions. Thank you - Geantie						

Net Order: 21,750.00-  
 Less Discount: 0.00  
 Freight: 0.00  
 Sales Tax: 0.00  
**Order Total: 21,750.00-**

Quote



Gulf States Distributors  
 6000 East Shirley Lane  
 P.O. Box 241387 (36124-1387)  
 Montgomery, AL 36117  
 3342712010

Order Number: 0122993  
 Order Date: 10/5/2015

Salesperson: 0030  
 Customer Number: TXBEDF

**Sold To:**  
 Bedford Police Department  
 2000 Forest Ridge Drive  
 Accounts Payable  
 Bedford, TX 76021  
**Confirm To:**

**Ship To:**  
 Bedford Police Department  
 2121 L Don Dodson Drive  
 Bedford, TX 76021

Customer P.O.	Ship VIA	F.O.B.	Terms
	0		Net 20 days

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
NS-A 101-200	EACH	58.00	0.00	0.00	123.50	7,163.00
Safariland 6280-56-61 Plain Black Holster for 1911 Pistols RH			Whse: 000	DropShip: N		
NS-A 0-50	EACH	58.00	0.00	0.00	17.95	1,041.10
Safariland 75-53-2 Open Top Plain Black Mag Pouch for 1911 magazines			Whse: 000	DropShip: N		

Attn: Ron Wilkey  
 Please let me know if you have any questions. Thank you - Geanie

Net Order:	8,204.10
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Order Total:</b>	<b>8,204.10</b>

Quote



Gulf States Distributors  
 6000 East Shirley Lane  
 P.O. Box 241387 (36124-1387)  
 Montgomery, AL 36117  
 3342712010

Order Number: 0123646  
 Order Date: 10/28/2015

Salesperson: 0030  
 Customer Number: TXBEDF

**Sold To:**  
 Bedford Police Department  
 2000 Forest Ridge Drive  
 Accounts Payable  
 Bedford, TX 76021  
**Confirm To:**

**Ship To:**  
 Bedford Police Department  
 2121 L Don Dodson Drive  
 Bedford, TX 76021

Customer P.O.	Ship VIA	F.O.B.	Terms
	0		Net 20 days

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
NS-A 0-50	EACH	50.00	0.00	0.00	29.50	1,475.00
Wilson Combat Magazines 8rd 1911 .40 cal part number 45D			Whse: 000	DropShip: N		

Attn: Ron Wilkey  
 Please let me know if you have any questions. Thank you -Geanie

Net Order:	1,475.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Order Total:</b>	<b>1,475.00</b>

ProForce Law Enforcement  
3009 North Highway 89  
Prescott, Arizona, 86301

Weapon Bid:

\$39885.46

Leather Bid:

\$7992.40

Magazine Bid:

\$1452.50

Total Bid:

\$49330.36

# PROFORCE LAW ENFORCEMENT

3009 North Highway 89  
Tel: (928) 776-7192  
sales@proforceonline.com  
FFL # 9-86-025-01-4G-00508

Prescott, AZ 86301  
Fax: (928) 445-3468  
www.proforceonline.com

P R I C E	QUOTE#	PAGE
	280741	1
Q U O T E	SHIP DATE	
	A.S.A.P.	

SOLD  
TO

BEDFORD POLICE DEPT  
  
2121 L. DON DODSON DRIVE  
BEDFORD TX 76021

SHIP  
TO

BEDFORD POLICE DEPT  
LT RON WILKEY  
2121 L. DON DODSON DRIVE  
BEDFORD TX 76021

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	10/26/15	018279	A	KARI MARTIN	F-2D FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
58	3200140 KMB CUSTOM TLE/RL 45PST 5SS NS PLUS AMBI	1,015.8700	EA .00	58,920.46
1	XFET THIS ITEM FET OUT	.0000	EA .00	.00
<p>IMPORTANT NOTICES: This quotation is based on the issuance of a department purchase order, F.A.E.T. Exemption, payment by check in 30 days (unless otherwise agreed) and in stated quantities. ATF or the manufacturer may require additional forms. Sample forms may be found at: <a href="http://www.ProForceonline.com/forms.htm">http://www.ProForceonline.com/forms.htm</a></p> <p>Ordering Instructions: Please fax a copy of the department purchase order and F.E.T. form to (928)445-3468. PLEASE MAIL ORIGINALS to ProForce Law Enforcement, 3009 N. Hwy 89, Prescott, AZ 86301.</p> <p>Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary.</p> <p>Standard manufacturer's warranty applies to all department purchases unless otherwise specifically noted.</p>				

COMMENT

TERMS

# PROFORCE LAW ENFORCEMENT

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P R I C E	QUOTE#	PAGE
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Q U O T E	SHIP DATE	
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JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	10/26/15	018279	A	KARI MARTIN	F-2D FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
	<p>This quote is valid for 45 days from the date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing.</p> <p>A 20% restocking fee will apply to all returned goods. Please call us for a return authorization number.</p>			

COMMENT FOR: RON WILKEY <u>RON.WILKEY@BEDFORDTEXAS.GOV</u> BY: KARI MARTIN  TERMS DUE NET 30 DAYS	SALES AMOUNT 58,920.46
--	---------------------------

Corporate: 3009 N. Highway 89. Prescott, AZ 86301  
 Store: 655 Berry Street. Suite H Brea, CA 92821  
 Tel: (800) 367-5855 Fax: (928) 445-3468



**Q U O T A T I O N**

Date: October 26, 2015  
 Dept: Bedford Police Department (TX)  
 Customer #: 18979  
 Attn: Lt. Ron Wilkey  
 Email: [ron.wilkey@bedfordtx.gov](mailto:ron.wilkey@bedfordtx.gov)

<u>ITEM #</u>	<u>QTY</u>	<u>PRODUCT DESCRIPTION</u>	<u>EXTENDED PRICE</u>
Trade Guns	10	Kimber Custom TLE/RL, 45acp, Blue Finish, Showing wear for holsters, Ambi Safety, Working Night Sights, Light Rails, 9 years old, Fair Condition, Each have their original boxes and 1 magazine each @ \$414.00 ea	\$4,140.00
Trade Guns	2	Glock 21SF, Glock Finish with Light Rails and Working Night Sights, Fair Condition, 9 years old, Each have their original boxes and 3 magazines @ \$252.00 ea	\$504.00
Trade Guns	24	Kimber Custom II Stainless 45acp, Ambi Safety, Working Night Sights, 9 years old, Fair Condition with a few in Good Condition. Each have their original boxes and 1 magazine each @ \$414.00 ea	\$9,936.00
Trade Guns	22	Springfield XD, 45ACP equipped with Light Rails and Night Sights at are currently working, Original Boxes with the package include a holster, mag holder, mag loader and (3) magazines, 9 years old, Fair to Good Condition, Two Tone Edition @ \$202.50 ea	\$4,455.00
		Note: Trade guns are to be delivered to ProForce Law Enforcement within 45 days of acceptance of new product	
		At 3009 North Highway, Prescott, AZ 86301	
		**Please Note: When shipping trade guns, please supply a letter with the guns from the department that the guns have been inspected by an armorer and that they are safe and functional. All confiscated weapons must be cleared by an N.C.I.C check, and stated on your paperwork prior to being shipped to Proforce Law Enforcement** **Please email the completed Trade Weapons Form in Excel format prior to shipping the trades to Proforce Law Enforcement**	
		No Saturday deliveries and must have adult signature required.	
		(See instructions below) Total credit for trades:	\$19,035.00

We sincerely appreciate your law enforcement business and look forward to serving you in the future!

Respectfully,  
 ProForce Law Enforcement

Kari Martin  
 Law Enforcement Specialist

**IMPORTANT:**

**Trade guns are to be delivered to ProForce Law Enforcement in Arizona at the department's expense within 45 days of acceptance of new product.**

**ProForce reserves the right to deduct for guns that are not in stated condition. \$10.00 will be deducted for every missing magazine. The credit is to be applied after the receipt of trade guns.**

**This quote is valid for 45 days from the date of issue, and is subject to manufacturer's availability and price change. Please call (844) 899-1701 if this bid is still pending at expiration of quote.**

# PROFORCE LAW ENFORCEMENT

3009 North Highway 89 Prescott, AZ 86301  
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 sales@proforceonline.com www.proforceonline.com  
 FFL # 9-86-025-01-4G-00508

P R I C E	QUOTE#	PAGE
	280742	1
Q U O T E	SHIP DATE	
	A.S.A.P.	

SOLD  
TO

BEDFORD POLICE DEPT  
  
 2121 L. DON DODSON DRIVE  
 BEDFORD TX 76021

SHIP  
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BEDFORD POLICE DEPT  
 LT RON WILKEY  
 2121 L. DON DODSON DRIVE  
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JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	10/26/15	018279	A	KARI MARTIN	FX G-FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
58	6280-56-61 SFL 6280 L-II DTY HLST PLN BLK KMB CUSTOM TLE/RL RH	118.0200	EA .00	6,845.16
<p>This quote is valid for 45 days from the date of issue, pending credit approval, and is subject to inventory, manufacturer's availability and price change. Please call to receive price update upon expiration.</p> <p>ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to <a href="mailto:sales@proforceonline.com">sales@proforceonline.com</a>. For orders over \$5,000, a PO or signed quote is required to process the order.</p> <p>Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items</p> <p>PLEASE READ ATTACHED:</p> <p>Please be aware that handling charges are not actual freight and are therefore subject to sales tax in California and Washington.</p> <p><b>**HOLSTER ITEM NUMBER TO BE CONFIRMED ONCE AGENCY RECEIVES SAMPLE FROM SAFARILAND TO CONFIRM FIT**</b></p> <p>IMPORTANT: To order from this quotation, please sign below, attach Purchase Order, and email to: <a href="mailto:sales@proforceonline.com">sales@proforceonline.com</a></p>				

COMMENT	
TERMS	

# PROFORCE LAW ENFORCEMENT

3009 North Highway 89      Prescott, AZ 86301  
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P R I C E	QUOTE#	PAGE
	280742	2
Q U O T E	SHIP DATE	
	A.S.A.P.	

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JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	10/26/15	018279	A	KARI MARTIN	FX G-FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
-	Printed Name: _____			
-	Date: _____		P.O.: _____	
-	Signature: _____			

COMMENT FOR: RON WILKEY <u>RON.WILKEY@BEDFORDTEXAS.GOV</u> BY: KARI MARTIN  TERMS DUE NET 30 DAYS	SALES AMOUNT      6,845.16
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# PROFORCE LAW ENFORCEMENT

3009 North Highway 89 Prescott, AZ 86301  
 Tel: (928) 776-7192 Fax: (928) 445-3468  
 sales@proforceonline.com www.proforceonline.com  
 FFL # 9-86-025-01-4G-00508

P R I C E	QUOTE#	PAGE
	283123	1
Q U O T E	SHIP DATE	
	A.S.A.P.	

SOLD  
TO

BEDFORD POLICE DEPT  
  
 2121 L. DON DODSON DRIVE  
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 LT RON WILKEY  
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 BEDFORD TX 76021

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	10/26/15	018279	A	KARI MARTIN	FX G-FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
58	NON-STOCK SFL ITEM# 73-53-41-DOUBLE MAG POUCH FOR 45ACP	19.7800	EA .00	1,147.24
<p>This quote is valid for 45 days from the date of issue, pending credit approval, and is subject to inventory, manufacturer's availability and price change. Please call to receive price update upon expiration.</p> <p>ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to <a href="mailto:sales@proforceonline.com">sales@proforceonline.com</a>. For orders over \$5,000, a PO or signed quote is required to process the order.</p> <p>Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items</p> <p>PLEASE READ ATTACHED:</p> <p>Please be aware that handling charges are not actual freight and are therefore subject to sales tax in California and Washington.</p> <p>IMPORTANT: To order from this quotation, please sign below, attach Purchase Order, and email to: <a href="mailto:sales@proforceonline.com">sales@proforceonline.com</a></p>				

COMMENT	
TERMS	

# PROFORCE LAW ENFORCEMENT

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P R I C E	QUOTE#	PAGE
	283123	2
Q U O T E	SHIP DATE	
	A.S.A.P.	

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JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	10/26/15	018279	A	KARI MARTIN	FX G-FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
-	Printed Name: _____			
-	Date: _____		P.O.: _____	
-	Signature: _____			

COMMENT FOR: RON WILKEY <u>RON.WILKEY@BEDFORDTX.GOV</u> BY: KARI MARTIN  TERMS DUE NET 30 DAYS	SALES AMOUNT 1,147.24
---	--------------------------

# PROFORCE LAW ENFORCEMENT

3009 North Highway 89 Prescott, AZ 86301  
 Tel: (928) 776-7192 Fax: (928) 445-3468  
 sales@proforceonline.com www.proforceonline.com  
 FFL # 9-86-025-01-4G-00508

P R I C E	QUOTE#	PAGE
	258125	1
Q U O T E	SHIP DATE	
	A.S.A.P.	

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 BEDFORD TX 76021

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BEDFORD POLICE DEPT  
  
 2121 L. DON DODSON DRIVE  
 BEDFORD TX 76021

JOB #	DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	10/29/15	018279	A	KARI MARTIN	FX G-FOB ORIGIN	

QTY. QUOTED	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
50	NON-STOCK ITEM# MGWC47D - WILSON COMBAT GOV'T 45 8 RD SS	29.0500	EA .00	1,452.50
<p>This quote is valid for 45 days from the date of issue, pending credit approval, and is subject to inventory, manufacturer's availability and price change. Please call to receive price update upon expiration.</p> <p>ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to <a href="mailto:sales@proforceonline.com">sales@proforceonline.com</a>. For orders over \$5,000, a PO or signed quote is required to process the order.</p> <p>Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items</p> <p>IMPORTANT: To order from this quotation, please sign below, attach Purchase Order, and FAX to 928-445-3468.</p> <p>-</p> <p>- Printed Name: _____</p> <p>- Date: _____ P.O.: _____</p> <p>- Signature: _____</p>				

COMMENT FOR: RON WILKEY <u>RON.WILKEY@BEDFORDTX.GOV</u> BY: KARI MARTIN  TERMS DUE NET 30 DAYS	SALES AMOUNT 1,452.50
---	--------------------------

B & H Police Supply  
245 East Merritt Island Cswy  
Merritt Island, Florida, 32952

Weapon bid:

\$35840.00

Leather bid:

\$7966.30

Total Bid:

\$43806.30

\*Bidder did not choose to bid for extra magazines



# Quote

## Q-2819



Created 10/26/2015  
Modified 10/27/2015

**B&H Police Supply Lic**  
245 East Merritt Island Cswy  
Merritt Island, FL 32952

*Alicia L.*  
321-452-4640  
sales@bhpolicesupply.com  
www.bhpolicesupply.com

Valid for 30 days

### BEDFORD POLICE DEPARTMENT

Product Code	Description	Sell	Qty	Total
KIM32140	KIMBER CUSTOM TLE RL2, #32140, STAINLESS, 45ACP, 5" W/ AMBI SAFETY	\$980.00	58	\$56840.00
FREESHIPPING	FREE DROP SHIPPING ON NEW GUNS	\$0.00	1	\$0.00
POLICETRADE	KIMBER CUSTOM TLE W/ RAIL, BLUE, 45ACP	\$-475.00	10	\$-4750.00
POLICETRADE2	GLOCK 21SF, 45ACP	\$-275.00	2	\$-550.00
POLICETRADE3	SPRINGFIELD XD45, 45ACP, BITONE	\$-250.00	22	\$-5500.00
POLICETRADE4	KIMBER CUSTOM 2, 45ACP, N/S, AMBI SAFETY, STAINLESS	\$-425.00	24	\$-10200.00
	<b>Total Qty</b>		<b>117</b>	

#### Notes

BUY BACK PRICES FOR THE OFFICERS ARE LISTED BELOW:

KIMBER CUSTOM TLE RL BLUE \$500  
GLOCK 21SF \$300  
SPRINGFIELD XD45 \$275  
KIMBER CUSTOM 2 S/S \$450

IF YOU DID OFFICER LETTERS (THE ONES LISTED ON OUR WEBSITE) FOR EACH OFFICER W/ THE SERIAL NUMBER THERE WOULD BE NO SALES TAX AND SHIPPING - WE CAN DISCUSS THIS MORE IF YOU DECIDE TO MOVE FORWARD. THANK YOU

Subtotal	\$35840.00
<b>Total</b>	<b>\$35840.00</b>



# Quote

Q-2826



Created 10/27/2015  
Modified 10/28/2015

**B&H Police Supply Lic**  
245 East Merritt Island Cswy  
Merritt Island, FL 32952

*Alicia L.*  
321-452-4640  
sales@bhpolicesupply.com  
www.bhpolicesupply.com

Valid for 30 days

## BEDFORD POLICE DEPARTMENT

Product Code	Description	Sell	Qty	Total
SAF6280LH	SAFARILAND 6280 SLS MID-RIDE LEVEL II RETENTION #6280-56-61 & 6280-56-62	\$116.35	58	\$6748.30
MISC	SAFARILAND MODEL 73, LEATHERLOOK PLAIN, OPEN TOP MAGAZINE POUCH # 73-53-2	\$21.00	58	\$1218.00
			<b>Total Qty</b>	<b>116</b>

Subtotal \$7966.30

Total \$7966.30



# Council Agenda Background

**PRESENTER:** Kenny Overstreet,  
Interim Public Works Director

**DATE:** 11/10/15

**Council Mission Area:** Protect the vitality of neighborhoods.

**ITEM:**

Consider a resolution authorizing the City Manager to purchase a large camera transporter and a camera lift in the amount of \$22,237 through Green Equipment Company, utilizing the Houston Galveston Area Council Contract.

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

In FY 2014/15, the Public Works Department purchased a new camera van and camera equipment. Among the equipment purchased was a small transporter with the ability to carry the camera within the sanitary sewer or storm drain line. The smaller transporter allows for television inspection of lines up to ten inches.

On September 8, 2015, the Bedford City Council passed an ordinance adopting the FY 2015/16 Budget. Funds were allocated within the Water and Sewer Fund for the purchase of a large camera transporter and a camera lift to be utilized with both the small and large transporter.

The large transporter will allow for television inspections on sanitary sewer and storm drain lines up to 24 inches. The camera lift allows the operator to raise the camera head out of the flow for better inspection. The lift can be used on either the smaller transporter currently in use or with the larger transporter requested. If utilized with the larger transporter, staff will be able to complete television inspections on lines up to 36 inches.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase a large camera transporter and a camera lift in the amount of \$22,237 through Green Equipment Company, utilizing the Houston Galveston Area Council Contract.

**FISCAL IMPACT:**

Budgeted Amount:	\$27,265
Actual Amount:	\$22,237
Variance	\$ 5,028

**ATTACHMENTS:**

Resolution  
Quotes

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A LARGE CAMERA TRANSPORTER AND A CAMERA LIFT IN THE AMOUNT OF \$22,237 THROUGH GREEN EQUIPMENT COMPANY, UTILIZING THE HOUSTON GALVESTON AREA COUNCIL CONTRACT.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase a large camera transporter and a camera lift with funds approved in the FY 2015/16 Budget; and,

WHEREAS, the City Council of Bedford, Texas determines that in order to protect the vitality of neighborhoods, a large camera transporter and a camera lift must be purchased.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS:

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council does hereby authorize the City Manager to purchase a large camera transporter and a camera lift in the amount of \$22,237 through Green Equipment Company, utilizing the Houston Galveston Area Council Contract.

SECTION 3. That funding in the amount of \$22,237 will come from the FY 2015/16 Water and Sewer Fund.

PRESENTED AND PASSED this 10th day of November, 2015, by a vote of \_\_\_ ayes, \_\_\_ nays, and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

---

Jim Griffin, Mayor

ATTEST:

---

Michael Wells, City Secretary

APPROVED AS TO FORM:

---

Stan Lowry, City Attorney

**Recipient:**

Dan Mitchell  
City of Bedford  
1813 Reliance Parkway  
Bedford, Tx 76021  
817-952-2224, fax: 817-952-2240

**Green Equipment Co.**

Brandon Baker  
Green Equipment  
2563 Gravel Drive  
Fort Worth, Tx 76118  
817-307-0808, fax: 817-284-1107  
brandonbaker@greenequipco.com

**Quote:** 0000022869

**Date:** Sep 2, 2015

**Submitted by:** Green Equipment Co.

Part No.	Unit	Qty.	Extended
E-564-0900-00	US \$12,000.00	1	US \$12,000.00

Remote Lift Accessory  
to raise/lower the RCX90 camera on the RX130 crawler

**Total:** US \$12,000.00

**Notes:** This proposal may be withdrawn if not accepted within the period shown below. All equipment remains the property of the seller until sum stated above is paid in full. We propose to furnish labor and material, complete in accordance with above specifications, and subject to the conditions found on this agreement, for the sum stated above in accordance with the terms as specified.

**Expiration Period:** 30 days

**Terms:** Cash

**FOB:** Randolph, NJ

**Currency:** US \$

Respectfully Submitted,  
Green Equipment Co.

The above, prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized for the work specified. Payment will be made as specified.

Accepted by

Date

**Recipient:**

Dan Mitchell  
City of Bedford  
1813 Reliance Parkway  
Bedford, Tx 76021  
817-952-2224, fax: 817-952-2240

**Green Equipment Co.**

Brandon Baker  
Green Equipment  
2563 Gravel Drive  
Fort Worth, Tx 76118  
817-307-0808, fax: 817-284-1107  
brandonbaker@greenequipco.com

**Quote:** 0000022952

**Date:** Sep 21, 2015

**Submitted by:** Green Equipment Co.

Part No.	Unit	Qty.	Extended
E-569-0900-00	US \$10,000.00	1	US \$10,000.00
Crawler Extension / Carrier RCR1000 extends the capability of the RX130 crawler up to 38"			
SPCL	US \$237.00	1	US \$237.00
Shipping			

**Total:** US \$10,237.00

**Notes:** This proposal may be withdrawn if not accepted within the period shown below. All equipment remains the property of the seller until sum stated above is paid in full. We propose to furnish labor and material, complete in accordance with above specifications, and subject to the conditions found on this agreement, for the sum stated above in accordance with the terms as specified.

**Expiration Period:** 30 days

**Terms:** Cash

**FOB:** Randolph, NJ

**Currency:** US \$

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Green Equipment Co.

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Accepted by

Date